

## **Terms and Conditions of Use of the Cryptoplatform (Trading Platform), Other Software and the Website**

**The text (version) as of May 13, 2020**

PLEASE READ THESE T&C CAREFULLY BEFORE ACCEPTING THEM (BEFORE AGREEING TO THE CONDITIONS CONTAINED IN THEM). IF YOU DO NOT AGREE TO THESE T&C ENTIRELY OR PARTIALLY, DO NOT USE THE APPLICATION AS WELL AS OTHER SOFTWARE PROVIDED FOR IN THESE T&C AND THE WEBSITE.

These T&C contain the terms and conditions of use of the Application, other software specified in these T&C and the Website (as defined below) and constitute a binding agreement between You and the Company (which are the parties to this agreement). Your acceptance of the Company's offer which contain these T&C (resulting in conclusion of the said agreement between the said parties) is carried out in electronic form when You create the Account by means of making the symbol "√" on accepting the agreement in the relevant virtual window and proceeding with the registration on the Platform for creating the Account. The said acceptance may be also expressed by means of signing the relevant documents in paper form or through other means.

While using the Application, other software provided for in these T&C and the Website anyhow, You must comply with the provisions stipulated in these T&C.

### **1. MAIN EXPRESSIONS AND THEIR DEFINITIONS**

For the purposes of the relationship between the Company and the Client in these T&C, in the Platform (including virtual buttons and other elements of the graphical interface) and on the Website, the following expressions (phrases) shall be used in the following meanings (unless otherwise provided by these T&C or follows out of the context).

**"Application", "Platform"** mean the cryptoplatform (trading platform) "Currency.com" that is a web platform (a computer program, the access to which is provided by the means of using Internet) for digital tokens (tokens) (hereinafter referred to as "tokens") trading, the right to use which is possessed by the Company and available at the Website, which enables its users to make token sale-purchase transactions and to exchange one type of tokens for another type of tokens, as well as make (carry out) other transactions (operations) with tokens in accordance with the legislation of the Republic of Belarus. This term shall be also applied to refer to the mobile application "Currency.com Exchange", which is a software that performs the main functions of the cryptoplatform (trading platform) "Currency.com", but is used for operation on mobile phones (smartphones), tablets and other similar mobile devices, running on iOS and Android operating systems. The interface and the elements of the functionality of the mobile application "Currency.com Exchange" may differ from those of the cryptoplatform (trading platform) "Currency.com".

The Platform does not provide its users (clients) with the ability to exchange one type of fiat currency for another type of fiat currency.

Where there are no special terms and conditions in respect of the Financial Application, the terms and conditions stipulated in these T&C in respect of the Application (Platform) shall be also applied to the Financial Application.

**“Financial Application”** means the mobile application “Currency.com – Buy Bitcoin!”, which is a software that performs certain functions of the cryptoplatform (trading platform) “Currency.com” but in a simplified and entry-level form and which is used for operation on mobile phones (smartphones), tablets and other similar mobile devices, running on iOS and Android operating systems. The Financial Application allows only to make token sale-purchase transactions and to exchange one type of tokens for another type of tokens outside the tokens trading in accordance with the legislation of the Republic of Belarus (the parties to these transactions are the Client and the Company). In the Financial Application the Company shall be entitled to set forth limits for transactions with tokens (these limits may be amended/eliminated/introduced by the Company at any time at its sole and absolute discretion). The Financial Application does not allow to carry out transactions with Tokenised exchange-traded assets, Tokenised bonds, as well as Leverage-operations. The Financial Application does not provide users (clients) with the ability to exchange one type of fiat currency for another type of fiat currency.

**“Business Day”** means any day except for Saturday, Sunday and another day on which banks in the Republic of Belarus are closed (do not perform banking operations).

**“Currency.com”, “Company”** means Currency Com Bel Limited Liability Company, registered (incorporated) in the Republic of Belarus under No. 193130368.

**“Currency.com Account”, “Account”** means the account, which has been created by You in the Application and on which deposited money, electronic money, and tokens are accounted. The words “credit to”, “crediting to”, “replenish” (“fund”), “replenishment” (“replenishing”, “funding”) used in relation to these defined expressions shall mean an increase in (increasing) the amount of funds accounted for You on the Account, including as a result of the transfer by the Company to You the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis. The words “charge-off” (“write-off”), “charging-off” (“writing-off”) used in relation to these defined expressions shall mean a decrease in (decreasing) the amount of funds accounted for You on the Account, including as a result of deduction from their amount of the Company’s remuneration or Your other debt to the Company.

**“External Account”** means the current (settlement) bank account, electronic wallet, address (identifier) of a virtual wallet owned by You and from which You are carrying out (have carried out) depositing of funds or to which You are demanding (have demanded) withdrawal of funds.

**“Verification”** means a set of measures to validate the data obtained during the identification, and (or) other measures provided for by the legislation of the Republic of Belarus and acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus).

**“Intellectual Property Rights”** mean exclusive rights to any objects of intellectual property.

**“Services”** – for the purposes of these T&C the term “Services” means the services on organizing tokens trading (specified in the Contract for participation in tokens trading) as well as giving permission to use the Platform and the Website. This permission from the date of conclusion of these T&C is given to the Client on the terms of a non-exclusive licence in order to use the Application and the Website by means necessary for performance of these T&C, for the effective term of these T&C and within the territories of the Republic of Belarus and other countries provided that this does not contradict to the acts of legislation of these countries.

“**T&C**”, “**Terms**” mean these Terms and Conditions of Use of the Cryptoplatform (Trading Platform) and the Website (as amended and supplemented by the Company from time to time at its sole and absolute discretion).

“**You**” and “**Your**” or “**Client**” relates to you, i.e. to the user of the Application (the Company’s client). These T&C shall be also applied to the Company’s clients which are legal entities.

“**We**”, “**Our**” and “**Us**” relates to the Company.

“**Tokenised exchange-traded asset**” (hereinafter referred to as “**Tokenised asset**”) is a token, the value of which corresponds to the price (value) of a certain asset (a security, precious metal, ETF or other underlying asset) and certifies the right of the owner of the token to demand from the person who has placed it<sup>1</sup> to acquire (ensure acquisition of) this token at the price (value) that the said asset has at the moment of satisfying this demand. The term “Tokenised assets” does not apply to Fiat currency tokens, Other tokens representing currencies and Tokenised bonds.

“**Fiat currency token**” is a token which represents currency (the US dollar, Euro, Pound sterling, Russian ruble or Belarusian ruble) and by means of purchase and sale of which depositing and withdrawal of money and electronic money may be carried out (a token representing currency).

“**Other token representing currency**” is a token which represents currency, by means of use of which depositing and withdrawal of money and electronic money cannot be carried out (a barterable token representing currency).

“**Tokenised currencies**” is a generalizing category that designates tokens that fall under the expressions “Fiat currency token” and “Other token representing currency”.

“**Tokenised bond**” is a token the price for which on the Platform corresponds to the market (current) value of a certain bond (government bond) and which certifies the rights of the owner of this token, provided for in the “White paper” declaration, in accordance with which this token is created and placed.

“**Corporate actions**” are the actions of the issuers of the securities, which are underlying assets of Tokenised assets, or the actions of such issuers’ corporate bodies (including the split or consolidation of shares, etc.), resulting in the change of prices (value) for such underlying assets (and, consequently, – for the relevant Tokenised assets), which is not dictated by the market conditions and other circumstances, which would have entailed the movement of prices for such underlying assets in normal course of trade in them at securities markets.

“**Reserved tokens**” are tokens accounted for the Client on his Account, which are used in the Client’s Leverage-operations or in relation to which the Client has sent (placed on the Platform) orders for making (carrying out) transactions (operations) with tokens and in respect of which the Client until closing (termination) of the relevant Leverage-operations or revocation (cancellation) of the relevant orders is deprived of the opportunity to somehow dispose of. Reserved tokens include:

a) tokens, which are used as Margin for Long-operations (Prepayment) in Long-operations and (or) Margin for Short-operations (Collateral for Borrowing) in Short-operations;

b) tokens, in relation to which a limit order for carrying out a Leverage-operation has been sent (placed on the Platform) providing for their use as potential Margin for Long-operations (Prepayment) or potential Margin for Short-operations (Collateral for Borrowing), respectively;

c) tokens, in relation to which any order (either a limit, or a market order) for carrying out a Leverage-operation has been sent (placed on the Platform) providing for their use as potential Margin for Long-operations (Prepayment) or potential Margin for Short-operations (Collateral for Borrowing), respectively, if at the time of its sending (placement on the Platform) the corresponding market is unavailable (offline);

d) Fiat currency tokens, in relation to which an order for the sale of Fiat currency tokens has been sent (placed on the Platform) (for the withdrawal of money or electronic money by the Client);

e) tokens (except for Fiat currency tokens), in relation to which the Client has sent (placed on the Platform) an order for tokens withdrawal;

f) tokens, in relation to which a limit order for the alienation of them under an exchange agreement in the tokens trading (in the section (mode) “Exchange” on the Platform) has been sent (placed on the Platform), including the amount of the exchange fee.

**“The virtual window “Reserved”** is the virtual window of the Platform’s interface, in which with respect to types of tokens the quantity of Reserved tokens accounted for the Client on his Account is indicated.

**“The virtual window “Available”** is the virtual window of the Platform’s interface, in which with respect to types of tokens the quantity of tokens accounted for the Client on his Account minus Reserved tokens is indicated.

**“The virtual window “Funds”** is the virtual window of the Platform’s interface, in which with respect to types of tokens the quantity of tokens accounted for the Client on his Account is indicated minus the tokens of this type, in relation to which a limit order for the alienation of them under an exchange agreement in the tokens trading (in the section (mode) “Exchange” on the Platform) has been sent (placed on the Platform), and if the tokens of this type are Fiat currency tokens – also minus Fiat currency tokens, in relation to which an order for the sale of Fiat currency tokens has been sent (placed on the Platform) (for the withdrawal of money or electronic money by the Client). Based on the results of closing (termination) of the Leverage-operations with the tokens of this type, the quantity of the tokens indicated in this virtual window is adjusted for the amount of profit or loss under the said Leverage-operations (including counting the remuneration paid to the Company).

**“The virtual window “Equity”** is the virtual window of the Platform’s interface, in which with respect to types of tokens the quantity of tokens accounted for the Client on his Account counting the real time consolidated financial result (profit or loss) under current (active, i.e. opened and not closed yet) Leverage-operations is indicated minus the tokens of this type, in relation to which a limit order for the alienation of them under an exchange agreement in the tokens trading (in the section (mode) “Exchange” on the Platform) has been sent (placed on the Platform), and if the tokens of this type are Fiat currency tokens – also minus Fiat currency tokens, in relation to which an order for the sale of Fiat currency tokens has been sent (placed on the Platform) (for the withdrawal of money or electronic money by the Client). During the

Leverage-operations with the tokens of this type, the quantity of the tokens indicated in this virtual window is adjusted for the amount of profit or loss under the said Leverage-operations (in accordance with the change in the prices for tokens in which the Client is making investments within the relevant Leverage-operations).

**“The virtual window “P&L”** is the virtual window of the Platform’s interface, in which the amount of the Client’s profit or loss expressed in the relevant tokens and arisen out of the Client’s Leverage-operations until the moment of their closing (termination) is indicated in real time.

**“Margin Call Warning”** is a notification that the Company sends to the Client to his email address if the ratio of the quantity of tokens of the type at hand indicated in the virtual window “Equity” to the total quantity of tokens of the same type reserved within the use of the section (mode) “Leverage” of the Platform (items a) – c) of the definition of the expression “Reserved tokens”) is 100 % or less. This notification may be sent to the Client more than once.

**“Close-only mode”** is the position of the Platform in relation to a particular tokens market (tokens type), which is introduced (may be introduced) by the Company (without prior notice about it to the Client, unless otherwise determined by the Company) in the cases provided for in these T&C, and is characterized by the following:

the Client is not entitled to acquire the tokens of this market (the tokens of this type) within tokens trading (in the section (mode) “Exchange” on the Platform) or otherwise to acquire them as well as to open with regard to such tokens Leverage-operations (including to send (place on the Platform) the relevant orders);

the Client is entitled to alienate the tokens of this market (the tokens of this type) within tokens trading (in the section (mode) “Exchange” on the Platform) or to alienate them by other means determined by the Company as well as to close (terminate) with regard to such tokens Leverage-operations (including to send (place on the Platform) the relevant orders).

**“Closeout”** means the Company’s actions to refuse to accept (the Company’s actions on cancelling) the Client’s orders sent (placed on the Platform) in the section (mode) “Exchange” on the Platform or the Company’s actions to accept the Irrevocable Closeout offer provided to the Company by the Client. The Irrevocable Closeout offer acceptance shall be carried out at the price for the relevant tokens, which is indicated on the Platform at the moment of the said acceptance, or at another price determined by the Company at its sole and absolute discretion. The said actions:

shall be performed if during the Leverage-operations the price for the tokens, for making investments in change in the prices for which the Client has opened these Leverage-operations, has changed in such a way that the Client suffers a loss (taking into account all unclosed (unterminated) Leverage-operations in total) and the amount of this loss indicated in the virtual window “P&L” reaches the figure Z or exceeds it. The figure Z shall be equal to the difference between the quantity of tokens of the type at hand indicated in the virtual window “Funds” and the total quantity of tokens of the same type reserved within the use of the section (mode) “Leverage” of the Platform (items a) – c) of the definition of the expression “Reserved tokens”), multiplied by 50 and divided by 100 ( $Z = \text{“Funds”} - (\text{the sum of tokens of this type falling under items a) – c) of the definition of the expression “Reserved tokens”) / 50} \times 100$ );

shall be performed in case of the alarm item B of the risk of a negative price for a certain Tokenised asset appears (in accordance with Annex No. 4 to these T&C);

shall be performed in case of tokens delisting;

may be performed at the Company's sole and absolute discretion in case of Corporate actions;

may be performed at the Company's sole and absolute discretion in case the Company Suspends the Currency.com Account.

**“Irrevocable Closeout offer”** is an irrevocable offer that the Client, by virtue of the fact of opening of each Leverage-operation, provides to the Company (this irrevocable offer is considered to be provided at the moment when the Leverage-operation is opened) free of charge in order to ensure the possibility of performing the Closeout, which can be accepted by the Company when Leverage-operations are active (during Leverage-operations) and only if the circumstances provided for in the definition of the expression “Closeout” have been arisen, and by which the Client offers the Company to make a token exchange transaction (closing (terminating) the relevant Leverage-operation):

with respect to Long-operations – on acquisition (buy-out) by the Company from the Client of all tokens, the title of property to which has been obtained by him under the token exchange transaction that has opened this Long-operation, in exchange for tokens of the same type as the tokens in exchange for which the title of property to the said tokens has been acquired by the Client, but at the price for them, which is indicated on the Platform at the time of acceptance of the said irrevocable offer. Upon that the Company shall carry out offsetting the counter claims of the same kind arising out of the two relevant token exchange transactions;

with respect to Short-operations – on alienation by the Company to the Client of all tokens, the title of property to which has been obtained by the Company from the Client under the transaction on Borrowing and alienation of tokens that has opened this Short-operation, in exchange for tokens of the same type as the tokens, in exchange for which the title of property to the said tokens has been acquired by the Company, but at the price for them, which is indicated on the Platform at the time of acceptance of the said irrevocable offer. Upon that the Company shall carry out offsetting the counter claims of the same kind arising out of the two relevant transactions, namely, the said transaction on Borrowing and alienation of tokens and the token exchange transaction that has closed (terminated) this Short-operation.

**“Leverage-operation”** is an operation with tokens, which is carried out in the section (mode) “Leverage” of the Platform in accordance with clause 6 of these T&C in order to make investments in change in the prices for tokens involving as investments the quantity of tokens that is bigger than the quantity of own tokens (the type of these tokens below in this definition is named as “tokens of another type”) allocated for carrying out this operation. A Leverage-operation can be of two types (a Long-operation and a Short-operation) and constitutes a combination of two sequentially made transactions with tokens (the one opening and the one closing (terminating) the Leverage-operation):

in case of a Long-operation the said transactions are – a transaction on acquisition by the Client of tokens from the Company (in exchange for tokens of another type) and a transaction on alienation by the Client of these tokens to the Company (in exchange for tokens of another type – that is the same type of tokens that has been used when acquiring these tokens);

in case of a Short-operation the said transactions are – a transaction on Borrowing and alienation of tokens (their alienation is carried out in exchange for tokens of another type) and a transaction on acquisition by the Client of these tokens from the Company (in exchange for tokens of another type – that is the same type of tokens that has been used when alienating these tokens).

For the purposes of Leverage-operations regulation by “tokens of another type” the parties shall also mean the tokens of the same type as the tokens, in change in the price for

which investments are made during the Leverage-operation, if such type of “tokens of another type” has been allocated by the Client for carrying out the Leverage-operation. In this case the difference between the two relevant categories of tokens of one and the same type (which during the Leverage-operation shall be treated as different objects of civil rights) shall be made through the price for them at the moment of opening and at the moment of closing (terminating) the Leverage-operation as well as by taking into account their role in this Leverage-operation.

**“Leverage”** means the ratio:

in case of a Long-operation – of Margin for Long-operations (Prepayment) that is required for sending (placing on the Platform) the relevant order for making a token exchange transaction, opening the Long-operation, to the total value of tokens acquired under this transaction (expressed in the tokens of another type, the title of property to which the Client transfers to the Company in exchange for the said tokens);

in case of a Short-operation – of the quantity of tokens determined as Margin for Short-operations (Collateral for Borrowing) to the quantity of tokens that are the object of Borrowing (that are acquired by the Client from the Company by the way of Borrowing and alienated by the Client to the Company upon opening the Short-operation).

**“Long-operation”** is a Leverage-operation, opening which the Client under a token exchange transaction acquires from the Company (on the Client’s side emerges) the title of property to the tokens that are not fully paid by the Client, which the Client has the right to dispose of not otherwise than by alienating them to the Company under a similar token exchange transaction, thereby closing (terminating) this Leverage-operation. By virtue of the fact of making the token exchange transaction that has opened the Long-operation the Client incurs a debt to the Company (in the amount of the tokens “underpaid” under the said token exchange transaction) and obtains the right to demand from the Company to buy out from the Client the tokens of the same type and in the same quantity that have been acquired by the Client from the Company under this transaction (in exchange for the relevant tokens of another type), and the Client provides to the Company the relevant Irrevocable Closeout offer. Long-operations are carried out to make investments in increase of prices for the tokens acquired by the Client under a token exchange transaction that opens a Long-operation.

**“Margin for Long-operations”, “Prepayment”** means the quantity of tokens accounted for the Client on his Account, the title of property to which the Client transfers to the Company as advanced payment (prepayment) for the tokens that are acquired by the Client under a token exchange transaction that opens a Long-operation and which is necessary for sending (placing on the Platform) the relevant order. The quantity of the tokens reserved as Margin for Long-operations (Prepayment) at the moment of opening of the Long-operation (the initial amount of Margin for Long-operations (Prepayment)) during the Long-operation becomes the supported amount of Margin for Long-operations (Prepayment) and may be changed by the Company unilaterally depending on how the price for the tokens, the title of property to which has been acquired by the Client under the said transaction, changes.

**“Short-operation”** is a Leverage-operation, opening which the Client acquires from the Company (on the Client’s side emerges) the title of property to the tokens by the way of Borrowing and alienates them to the Company in exchange for the tokens of another type (under a transaction on Borrowing and alienation of tokens). By virtue of the fact of making the transaction on Borrowing and alienation of tokens the Client incurs a Borrowing debt to the Company (in the amount of the quantity of borrowed tokens) and obtains the right to demand from the Company to alienate to the Client the tokens of the same type and in the same

quantity, that have been alienated by the Client to the Company, in exchange for the said tokens of another type, and the Client provides to the Company the relevant Irrevocable Closeout offer. Short-operations are carried out to make investments in decrease of prices for tokens, the title of property to which has been obtained by the Client by the way of Borrowing.

**“Borrowing”** (with respect to Short-operations) means receiving by the Client from the Company the title of property to tokens on a repayable basis in order to carry out a Short-operation with undertaking the obligation upon closing (termination) of this Short-operation to satisfy the Borrowing debt by the way of transferring by the Client to the Company the title of property to the tokens of the same type and in the same quantity.

**“Margin for Short-operations”, “Collateral for Borrowing”** (with respect to Short-operations) mean the quantity of tokens accounted for the Client on his Account, determined (indicated) by the Client in the virtual window of the order for Borrowing and alienation of tokens in order to open a Short-operation and in respect of which upon opening this Short-operation Reserving Collateral for Borrowing is applied. The Client is entitled to determine as Margin for Short-operations (Collateral for Borrowing) only the tokens of same type as the tokens that are acquired by the Client by the way of Borrowing upon opening this Short-operation. The quantity of the tokens reserved as Margin for Short-operations (Collateral for Borrowing) at the moment of opening of the Short-operation (the initial amount of Margin for Short-operations (Collateral for Borrowing)) during the Short-operation becomes the supported amount of Margin for Short-operations (Collateral for Borrowing) and may be changed by the Company unilaterally depending on how the price for the tokens, the title of property to which has been acquired by the Client by the way of Borrowing, changes.

**“Reserving Collateral for Borrowing”** (with respect to Short-operations) means the method of ensuring performance of the Client’s obligations under a Short-operation, which provides for exclusion of the Client’s opportunity until the Short-operation is closed (terminated) to dispose of the tokens, which the Client has determined as Margin for Short-operations (Collateral for Borrowing), for any purpose other than performance of the Client’s obligations under the Short-operation. Out of the tokens determined as Margin for Short-operations (Collateral for Borrowing) the Borrowing debt and other Client’s debts to the Company arisen out of Leverage-operations may be satisfied (by means of charging-off (writing-off) the relevant quantity of the tokens determined as Margin for Short-operations (Collateral for Borrowing) from the Client’s Account by the Company).

**“Suspend the Currency.com Account”** – the action performed by the Company in the cases provided for in these T&C, as a result of which, during the period, specified by the Company, when the Currency.com Account is suspended, the Client has the opportunity to log into it, but is deprived of the opportunity to make (carry out) any transactions (operations) using it, including is deprived of the opportunity to withdraw money, electronic money and tokens. In the event of Suspension of the Currency.com Account the Company shall be entitled to perform the Closeout at its sole and absolute discretion.

**“Website”** means [www.currency.com](http://www.currency.com), [www.currencycom.by](http://www.currencycom.by), <https://exchange.currency.com>, <https://exchange.currency.com/ru> as well as other sites on the Internet, the right to use (administer) which the Company possesses and which are used by it within the activities provided for in these T&C.



**“Buy”** (in the Platform’s interface) means to acquire a Tokenised asset, a Tokenised bond, a Fiat currency token, Other token representing currency, or cryptocurrency by means of exchange of it for Your Fiat currency token, Your Other token representing currency, or Your cryptocurrency as well as to buy a Fiat currency token for money (electronic money), or to terminate a Short-operation upon Your initiative.

*For the Financial Application* the term **“Buy”** means to acquire tokens for Your money (electronic money) or by means of exchange for Your tokens of another type.

**“Sell”** (in the Platform’s interface) means to alienate Your Tokenised asset, Your Tokenised bond, Your Fiat currency token, Your Other token representing currency, or Your cryptocurrency by means of exchange of it for a Fiat currency token, Other token representing currency or cryptocurrency as well as to sell a Fiat currency token for money (electronic money), or to proceed to a Short-operation (or to commence it).

*For the Financial Application* the term **“Sell”** means to alienate Your tokens for money (electronic money) or by means of exchange for tokens of another type.

**“Shares”** (in the Platform’s interface and on the Website) mean Tokenised assets that at each time point have a price equal to the price for the corresponding share, the price for which they represent.

**“Indices”** (in the Platform’s interface and on the Website) mean Tokenised assets that at each time point have a price equal to the price for the corresponding stock index or another index (including expressing the value of “basket” of cryptocurrencies), the price for which they represent. If such Tokenised assets represent the value of a stock indices they may be referred to as **“Stock indices”**. The Company may create and place Tokenised assets which represent the value of other indices calculated by the Company at its sole and absolute discretion (under the procedure determined by the Company) with communicating (bringing) these indices and their calculations to the Client through the Platform, and (or) the Website, and (or) other means determined by the Company (amending the said indices and their calculations shall be carried out by the Company under the unilateral and extrajudicial procedure provided for in sub-clause 9.1 of clause 9 of these T&C for amending the amounts of the Fees and charges).

**“Commodities”** (in the Platform’s interface and on the Website) mean Tokenised assets, that at each time point have a price equal to the price for the corresponding commodity, the price for which they represent.

**“Companies tokens”** (in the Platform’s interface and on the Website) mean tokens of legal entities other than Currency Com Bel LLC which certify the rights of the owners of these tokens in respect of the said legal entities and are alienated on the Platform.

**“Karma tokens”, “tokens “KARMA.cx”** are the tokens that are placed by the Company in exchange for tokens of other types in order to accumulate these tokens of other types by the Company for their conversion (by selling them by the Company or otherwise) into money for transferring this money to charity accounts and (or) for transferring it otherwise as sponsor support and (or) donations for the purpose (to the recipients) indicated (specified) by the Company when placing Karma tokens (the tokens “KARMA.cx”).

**“Funds”** mean money, electronic money and tokens (unless otherwise is provided for in these T&C).

**“Deposit”** means to transfer money, electronic money, or tokens from Your External Account to the current (settlement) bank account, e-wallet, address (identifier) of the virtual wallet of the Company respectively for making (carrying out) transactions (operations) on the Platform. The word “depositing” means carrying out the said transfer by You. Deposited money, electronic money, and tokens shall be accounted for You on Your Account. This definition shall be applied inter alia in respect of the phrases about depositing funds to the Platform (Account, Currency.com Account).

**“Withdraw”** means to transfer money, electronic money, or tokens, accounted for You on Your Account, to Your External Account at Your demand. The word “withdrawal” means carrying out the said transfer by the Company at Your demand. This definition shall be applied inter alia in respect of the phrases about withdrawing funds out of the Platform (Account, Currency.com Account).

Other expressions shall be used and interpreted according to their definitions provided for in the legislation of the Republic of Belarus and acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus).

## **2. APPLICATION OF THESE TERMS**

### **2.1 Acceptance**

2.1.1. The Client agrees to observe the following documents (as well as to be legally bound by them), which together with these T&C are the constituent parts of the agreement concluded between the Client and the Company and are placed on the Website):

the General Conditions for Digital Tokens (Tokens) Alienation;

the Contract for participation in tokens trading;

the relevant White Paper Declarations, approved by the head of the Company (applicable to tokens created and placed in accordance with them).

2.1.2. The Client agrees to:

participate in all the promotional events, competitions and other events held by the Company with the use of the Platform and (or) the Website as well as recognizes himself bound by the conditions of their carrying out placed on the Website or communicated to the Client by the Company by other means;

revocation of the right to use the Platform and (or) the Website or to applying against him other negative measures in case of violation by the Client of these T&C and (or) any of the documents specified in sub-clause 2.1.1 of this clause.

### **2.2 Prevailing terms**

The Russian language version (text) of these T&C shall be the prevailing version in interpretation and application of these T&C in the event of any discrepancy between any versions (texts) of these T&C in other languages.

### **2.3 Termination of these T&C and their amending**

2.3.1 Each party shall have the right to terminate these T&C at any time at its sole and absolute discretion by means of a unilateral extrajudicial refusal to perform it, expressed by sending the other party a notice of such refusal in the manner specified in these T&C. The Agreement shall be deemed to be terminated on the date of receipt by the recipient party of the relevant notice.

2.3.2 The Company is not entitled to unilaterally and extrajudicially refuse to fulfill the obligations on own tokens of the Company created by it or on its behalf by another person and placed by the Company, as well as terminate unilaterally and extrajudicially the effect of the relevant White Paper Declaration approved by the head of the Company, in the presence of these tokens in circulation.

2.3.3 In the event of termination of the contractual relations between You and the Company, Your funds (including tokens) held by the Company shall be transferred by the Company to You at Your demand after deduction of the amounts of remuneration due to the Company, the expenses incurred by the Company in connection with such transfer, the amounts of losses inflicted by You to the Company and the amounts of forfeit (penalty) subject to withholding by the Company as a result of violation of the contractual conditions by You, provided that the transfer is not hindered by the taking measures in the sphere of prevention of money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction.

2.3.4 The Company shall be entitled to unilaterally and extrajudicially at any time at its sole and absolute discretion amend these T&C as well as other constituent parts of the agreement concluded between the Client and the Company, except for the White Paper Declaration approved by the head of the Company, which shall be amended in cases provided for in the acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus). In these cases, the Company will amend this declaration unilaterally and extrajudicially, unless otherwise is prescribed by such acts or by the legislation. Unless otherwise is provided for by these T&C, these T&C shall be amended unilaterally and extrajudicially by posting the amended text of these T&C on the Website with placing the notice on amending these T&C in the Client's Account (and (or) with the use of other means of drawing the Client's attention towards the fact of amending these T&C, e.g. by sending the said notice to him by e-mail) and (or) by sending the said notice in other manner specified by the agreement of the Parties. These T&C shall be deemed to be amended three days after the date on which the amended text of these T&C is posted on the Website, unless the Company stipulates another term (inter alia, in the said notice on amending these T&C). The date, on which these T&C is deemed to be amended, in the said notice may be indicated with the use of the words "enter into force". Unless otherwise is provided for in the said notice on amending these T&C or by these T&C, amendments made by the Company to these T&C shall be applied to the relations of the Company and the Client which have arisen before the date on which these T&C shall be deemed to be amended.

Amendments made by the Company to these T&C and related to bringing into operation (changing) on the Platform its certain functions (opportunities) shall be applied to the relations of the Company and the Client which have arisen (will arise) from the moment of actual bringing into operation (changing) the relevant functions (opportunities) of the Platform, unless otherwise is stipulated by the Company (in the notice on amending these T&C or otherwise).

If upon the expiry of three days from the date of sending to the Client (placing in the Client's Account) the aforesaid notice on amending these T&C the Client by proceeding with the use of the Platform, pressing in the Platform's interface the virtual button on expressing consent with the amendments made to these T&C by the Company (approving them) and (or) otherwise expresses consent with the said amendments (approves them), it shall be deemed that these T&C have been amended by the agreement of the parties (from the moment of expression of the said consent (approval), and if it takes place prior to the expiration of the said three-day period, then upon it will expire), and the relevant amendments shall be applied to the relations of the parties which have arisen before the date of amending these T&C. In the absence of the expression of the said consent (approval) from the Client's side (inter alia within the time period which takes place prior to the expiration of the said three-day period) it shall be deemed that the Company has amended these T&C unilaterally and extrajudicially according to the rules of this sub-clause.

2.3.5 Upon termination of these T&C or the agreement concluded between the Client and the Company, specified in sub-clause 2.1.1 of this clause, on the whole:

2.3.5.1. the rights and obligations of the parties are terminated from the date of the said termination, with the exception of the case provided for in sub-clause 2.3.5.2 of this clause;

2.3.5.2. sub-clause 2.3.6 of this clause shall be in effect until it is performed by the parties to the full extent.

2.3.6. The Client shall be obliged to withdraw all the funds, accounted for him on his Currency.com Account, within five calendar days from the date of termination of these T&C or the agreement concluded between the Client and the Company, specified in sub-clause 2.1.1 of this clause, on the whole. During this period, the Client shall not be entitled to make (carry out) transactions (operations) on the Platform that are not connected with the withdrawal of the funds. The Client's Currency.com Account shall be deactivated (closed) by the Company after the expiration of the said period, and if the funds are withdrawn by the Client before this period expires, his Currency.com Account may be deactivated (closed) before the expiration of this period.

If the Client does not carry out the withdrawal of the funds within the period provided for in part one of this sub-clause, the Company shall be entitled to perform inter alia the following actions:

at its sole and absolute discretion to return the said funds to any of the Client's External Accounts (minus the remuneration due to the Company, the amount of expenses incurred by the Company in connection with returning the funds as well as other sums that may be due to the Company in accordance with the agreement concluded between the Client and the Company);

at its sole and absolute discretion to convert the Client's funds into one or several types of Fiat currency tokens (the Client by virtue of these T&C provides to the Company free of charge from the moment when these T&C are concluded an irrevocable offer to conclude a token exchange agreement necessary for this conversion) and, having carried out early performance of the obligation ensuing from these tokens according to the relevant White Paper Declaration, transfer to the Client's bank account (including a bank account the access to which is carried out with the use of a bank payment card) money in the amount, which corresponds to the value of the Fiat currency tokens appeared as a result of the said conversion (minus the remuneration due to the Company, the amount of expenses incurred by the Company in connection with the

said conversion and transferring money as well as other sums that may be due to the Company in accordance with the agreement concluded between the Client and the Company).

2.3.7 After termination of these T&C and performance of sub-clause 2.3.6 of this clause, the Client shall be obliged to stop using the Application and remove (uninstall) the Application (its copies) from his devices.

### **3. RISK DISCLOSURE**

3.1 You hereby confirm Your understanding that the nature of the Services and any transactions involving cryptocurrencies may be risky. You understand and accept the risks related to purchase and sale of cryptocurrency via the Services.

3.2 By accepting and (or) complying with the T&C, You acknowledge that You have read the following risk information disclosed by the Company and that You accept these risks:

3.2.1 tokens are not legal tender and are not required to be accepted as a means of payment;

3.2.2 the Republic of Belarus, its administrative and territorial units, the Supervisory Council of the High Technologies Park (the Republic of Belarus) and the administration of the High Technologies Park (the Republic of Belarus) are not liable to token owners for their technical and legal properties, both as declared during their creation and placement and necessary for token owners to achieve the goals they set when acquiring tokens;

3.2.3 tokens are not granted by the state;

3.2.4 acquisition of tokens may lead to complete loss of money and other objects of civil rights (investments) transferred in exchange for tokens (including as a result of token cost volatility; technical failures (errors); illegal actions, including theft);

3.2.5 the technology of the register of transaction blocks (blockchain), other distributed information system and similar technologies are innovative and constantly updated, which implies the need for periodic updates (periodic improvement) of the Information System and the risk of technical failures (errors) in its operation;

3.2.6 certain tokens alienated by the Company may be of value only when using the Information System and (or) the Company's services;

3.2.7 as the attitude of different states (their regulators) to token transactions (operations) and approaches to their legal regulation differ from jurisdiction to jurisdiction, there is a risk that the Agreement or its particular conditions may be invalid and (or) unenforceable in certain states.

3.3 You should carefully consider whether trading in cryptocurrencies is suitable for You in light of Your circumstances and financial resources.

3.4 In addition to the risks specified in sub-clause 3.2 of this clause, risks of trading in cryptocurrencies include, but are not limited to, the following:

#### **3.4.1 Trading Risks**

(a) The cryptocurrency market is still new and uncertain. The prices of cryptocurrencies are highly volatile and can shift quickly. You should be prepared to lose all or substantially all of Your assets when trading in cryptocurrencies.

(b) Cryptocurrency markets have varying degrees of liquidity. Some are quite liquid while others may be thinner. Thin markets can amplify volatility. There is never a guarantee that there will be an active market for one to sell, buy, or trade cryptocurrencies or products derived from or ancillary to them. Furthermore, any cryptocurrency market may abruptly appear and vanish. We make no representations or warranties about whether cryptocurrency that may be traded on the Application may be traded on the Application any point in the future, if at all. Any token may be excluded from the quotation list of the Platform (delisted) by the Company at its sole and absolute discretion without prior notice to the Client and (or) without his consent.

### 3.4.2 Legal Risks

The legal status of cryptocurrencies may be uncertain. This can mean that the legality of holding or trading them is not always clear. Whether and how one or more cryptocurrencies constitute property, or assets, or rights of any kind may also seem unclear. You are responsible for knowing and understanding how cryptocurrencies are addressed, regulated, and taxed under applicable law of the state, the citizen (subject) of whom you are, or in whose territory you reside.

### 3.4.3 Security Risks

You acknowledge that possessing tokens and trading in them create certain security risks including, but not limited to various security breaches or targeted hacking attacks. You accept these risks (including the risk of stealing Your tokens), except in cases of intentional fault of the Company.

3.5 You acknowledge and agree that the Company may itself be the participant of tokens trading in the Application. We are obliged to manage any conflict of interest arising out of it.

## 4. USAGE REQUIREMENTS

4.1 To be eligible to use the Application:

(a) You must be at least 18 years old;

(b) You must be registered, domiciled or located in, or resident of, a country where using the Application (in particular, trading in cryptocurrencies) is not contrary to local laws and other sources of law;

(c) You must be a citizen (national) of, or reside in, a country not being in the list of jurisdictions where We do not provide the Services (“**Prohibited Jurisdictions**”);

(d) as a Client, that is a legal entity, on behalf of such legal entity you represent and warrant that (i) such legal entity is duly organized and validly existing under the legislation of the jurisdiction of its organization; (ii) you are duly authorized by such legal entity to act on its behalf; and (iii) this legal entity is not registered in the Prohibited Jurisdictions, as well as the

beneficial owners of this legal entity are not citizens (nationals) of the countries that are in the list of Prohibited Jurisdictions and do not reside in the Prohibited Jurisdictions.

4.2 To use the Application You need to create a Currency.com Account. To create a Currency.com Account You must:

(a) for the Client who (which) is:

a natural person – provide Your full name, citizenship, date and place of birth, the place of domicile, requisites of identification document, e-mail address, unless otherwise provided by the Platform's interface and (or) the acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus). In cases provided for in the Platform's interface, the provision of these data shall be carried out by providing us with images of an identity document and (or) other documents;

a legal entity – the firm name, location, tax identification number (Tax ID number), the graphic image (icon) of the extract from the trade register of the country of incorporation or other equivalent evidence of the status of a legal entity in accordance with the legislation of its country of incorporation with the date of issue no earlier than 6 months before the date of submission of the graphic image (icon) of such extract, the graphic image (icon) of the charter and the graphic image (icon) of the legal entity's director identity document opened on the pages containing personal data and a stamp specifying the place of residence as well as other documents that may be requested by the Company;

(b) create a secure password.

4.3 You are not permitted to create more than one Currency.com Account, as well as to reach an agreement with other persons on joint and (or) coordinated actions on using the Currency.com Accounts in a certain way (including for making profit (generating income) or in order to achieve other goals).

4.4 You must also **undergo the procedure of identification** before You are permitted to use the Application, unless otherwise provided by sub-clauses 4.14 and 4.15 of this clause. You agree:

(a) to provide to the Company the information (documents) the Company requests for the purposes of identification and verification, finding out (determining) the sources of Your funds and (or) wealth, updating (actualization) the data submitted by You before, exclusion of facts of unfair or illegal behavior on the Platform as well as for other purposes provided for by the legislation of the Republic of Belarus, the acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus) and the agreement concluded between You and the Company, and permit the Company to keep such information (documents) for the period of no less than five years, process it (them) and perform in respect of it (them) other actions not contradicting the legislation of the Republic of Belarus.

(b) that We are entitled to make the inquiries, whether directly or through third parties, that We consider necessary to identify Your identity and address or protect You and/or Us against fraud or other crime, and to take action We reasonably deem necessary based on the results of such inquiries. When We carry out these inquiries You acknowledge and agree that Your personal information may be disclosed to credit reference and authorized agencies and that these

agencies may respond to Our inquiries in full. You acknowledge that We also may engage third-party providers to conduct all the verification procedures We require and disclose to such providers any data We receive from You for registration and verification of Your Currency.com Account.

(c) to keep Your up-to-date (ensure the operativity of) the e-mail address which has been reported to Us during creation of Your Currency.com Account in order to receive any notices or alerts that We may send You.

4.5 We are also entitled at Our sole discretion to conduct competency checks in order to evaluate whether You possess sufficient skills and knowledge to trade cryptocurrency using the Application. In case We conclude that You do not possess sufficient skills and knowledge We consider necessary We will refuse to create a Currency.com Account for You or to further use it.

4.6 We shall assess and verify the information and documentation provided by You and, if everything is in compliance with these T&C, Your Currency.com Account creation will be successfully finalized.

The data provided by you during identification is subject to verification in the course of which measures may be taken to prevent money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction.

4.7 We may, at Our sole and absolute discretion, at any time during Your use of the Application request some information and documentation in addition to those provided within creation of Your Currency.com Account, in particular, when We suspect certain unlawful activity and (or) activity that do not comply with the conditions of the agreement between the Company and You is taking place via Your Currency.com Account.

4.8 We may periodically review (update, actualize) the information and documents provided by You within identification or verification process and (or) ask You to update (actualize) them. You are obliged to promptly (within three calendar days) reply to such requests (but if another term is specified in the request You must give the answer in the term specified in the request). In case You do not provide Us with requested updates We may take measures mentioned in sub-clause 17.1 of clause 17 of these T&C.

4.9 You represent and warrant that all the information and documents You provide to Us with regard to the Services are true, accurate, up-to-date, authentic and belong to You. You have responsibility for reliability (veracity) of these information and documents.

4.10 In accordance with these T&C, You must notify the Company about changes in the data (information) specified in sub-clauses 4.2 and 4.4 of this clause within a period not exceeding three days from the date the corresponding changes occurred.

4.11 We may, at our sole discretion, refuse to create a Currency.com Account for You. These T&C are not a public agreement or contract of adhesion. The Company is not obliged to provide Services to anyone who applies and has the right, without giving reasons, to refuse registration on the Platform and not to provide Services to the applicant.

4.12 We do not guarantee that the Application can be used on any particular device.



4.13 The Client acknowledges that he is notified and agrees that when he acquires tokens from the Company, these tokens at the time of acquisition may not be available to (may not be present in) the Company. In this case, the Client acquires the property right to obtain from the Company the title of property (to demand from the Company to transfer the title of property) to the relevant quantity of such tokens. In these circumstances, in these T&C and other constituent parts of the agreement between the Company and the Client the said tokens “acquired” by the Client shall be understood to be precisely this property right, and on the Client’s Account the corresponding tokens shall be accounted for the Client with the same effect as though they are actually present (are on hand) and the title of property to them has been transferred to the Client. The Company undertakes, prior to the expiration of the time period for the withdrawal of these tokens (sub-clause 7.2 of clause 7 of these T&C), to acquire them from a liquidity provider determined by the Company at its sole and absolute discretion. The relations between the parties in respect of the said property right shall be governed by the General Conditions for Digital Tokens (Tokens) Alienation.

4.14. Natural persons who are not the citizens of the Republic of Belarus are given the opportunity to start using the Application (including making transactions (operations) through it) before finalizing passing the identification procedure (hereinafter referred to as “the possibility of postponed identification”). It is believed that the Client has used of the possibility of postponed identification if he has made deposited money, electronic money or tokens before providing the Company with graphic images (icons) of documents containing identification data that are necessary for identification, or before providing the Company with information using which the Client can be identified through the use of an identification system. The use of the possibility of postponed identification is allowed only if the amount of money, electronic money, tokens deposited (being deposited) by the Client before finalizing passing the identification procedure does not exceed 1000 euros in equivalent (at the rate determined by the Company at its sole and absolute discretion), unless otherwise provided by the Platform’s interface or otherwise not permitted by the Company.

4.15 If the Client has used of the possibility of postponed identification:

4.15.1 he is obliged to provide the Company with information about him as provided for by the acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus) that are requested by the Company (including through the use of the Platform’s interface);

4.15.2 he is obliged to finalize passing the identification procedure (provide the Company with graphic images (icons) of documents containing the identification data necessary for identification, or provide the Company with information using which the Client can be identified through the use of an identification system, depending on which option will be proposed to him by the Company, as well as to carry out other actions at the request of the Company in order to pass identification) no later than 15 days after the establishment of the contractual relationship with the Company;

4.15.3 the contractual relationship between the Client and the Company is considered to be established at the moment when the money, electronic money, tokens deposited by the Client are accounted on his Currency.com Account;

4.15.4 and before the expiration of the time period provided for in sub-clause 4.15.2 of this clause the Client applies to the Company for the withdrawal of money, electronic money, tokens, he is obliged to finalize passing the identification procedure in accordance with sub-clause 4.15.2 of this clause before carrying out such withdrawal, but not later than the period

specified in sub-clause 4.15.2 of this clause (until finalizing passing the identification procedure by the Client the said withdrawal shall not be allowed);

4.15.5 until passing the identification procedure is finalized the Client is not entitled to withdraw money, electronic money, tokens. The money, electronic money, tokens that are held by the Company and belong to the Client and (or) are due to him, until passing the identification procedure is finalized in the manner provided for in sub-clause 4.15.2 of this clause, shall be held by the Company. In the event that within three years from the date of expiration of the time period provided for in sub-clause 4.15.2 of this clause the Client does not finalize passing the identification procedure, the said money, electronic money, tokens will become the property of the Company (i.e. the Company beginning from the relevant date shall obtain the title of property to them);

4.15.6 and the Client has not finalized passing the identification procedure within the time period specified in sub-clause 4.15.2 of this clause, the Company shall suspend the Client's Currency.com Account (inter alia, automatically).

4.16 The Company shall be entitled to exclude tokens, which are listed on the Platform, from the quotation list of the Platform (this shall result in termination of the opportunity to make (carry out) transactions (operations) with them on the Platform), i.e. to carry out the delisting of these tokens (tokens delisting). The necessity for this may be dictated by the exclusion of underlying assets of Tokenised assets from quotation lists of stock exchanges (i.e. by the delisting of such underlying assets) and (or) by other reasons (conditions).

The Client undertakes the obligation to monitor the cases of potential delisting of underlying assets of Tokenised assets himself.

The Company shall be entitled to notify the Client of the upcoming tokens delisting and transfer the relevant tokens market (tokens type) into the Close-only mode up to the moment of tokens delisting. The Company shall be entitled at its sole and absolute discretion cancel the decision on tokens delisting taken by the Company and withdraw the relevant tokens market (tokens type) from the Close-only mode (cancel the Close-only mode).

In case of tokens delisting the Company shall:

carry out the Closeout with respect to the Client's orders sent (placed on the Platform) in the section (mode) "Exchange" on the Platform with regard to the relevant tokens market (tokens type), and with respect to the Leverage-operations opened by the Client with regard to the relevant tokens market (tokens type);

accept the Client's irrevocable offer on alienation by the Client to the Company of all the tokens, which have been subject to delisting (accounted for the Client on his Currency.com Account after the aforesaid Closeout), in exchange for the Fiat currency tokens (the type of which shall be determined by the Company at its sole and absolute discretion) at the price which the said tokens will actually have at the moment of carrying out the said irrevocable offer acceptance by the Company, or at the last accessible (indicated) on the Platform price. The said irrevocable offer (by which the Client offers the Company to make the tokens exchange transaction in respect of the relevant quantity of tokens) is provided by the Client to the Company free of charge by virtue of these T&C from the moment of conclusion of these T&C and may be accepted by the Company in case of delisting of the tokens, which are listed on the Platform.

4.17 The services on organizing tokens trading shall be rendered by the Company to the Client throughout the entire effective term of these T&C. The access to the Company's trading system with the possibility of making transactions in it shall be provided to the Client no later than three Business days from the date of submission by the Client to the Company of the documents (their images) necessary for identification, unless otherwise is provided for by these T&C.

4.18 The Company shall be entitled to unilaterally and at its sole and absolute discretion withhold the amount of funds that constitute the Client's debt to the Company from the amount of the Client's funds held by the Company (in order to satisfy this debt). The title of property to the withheld funds shall pass to the Company from the moment of carrying out their withholding.

4.19 The Company shall be entitled to notify the Client of the upcoming Corporate actions and transfer the relevant Tokenised assets market (Tokenised assets type) into the Close-only mode up to the moment of such actions performing.

In case of Corporate actions performing the Company shall be entitled at its sole and absolute discretion to carry out:

- the Closeout with respect to the Client's orders sent (placed on the Platform) in the section (mode) "Exchange" on the Platform with regard to the relevant Tokenised assets type, and with respect to the Leverage-operations opened by the Client with regard to the relevant Tokenised assets type;

- the correction of the quantity of the relevant Tokenised assets, which are accounted for the Client on his Currency.com Account after the aforesaid Closeout, in order to bring this quantity in line with the result of the Corporate actions;

- other actions necessary for the reflection (implementation) of the result of the Corporate actions on the Platform.

4.20 The functionality of the Application allows You to use third-party software (including TradingView, TabTrader, etc.) and (or) Your software when making (carrying out) transactions (operations) using the Application, as well as connect directly to the server infrastructure of the Application, bypassing the visual user interface of the Application, using such software and (or) otherwise. Usage of this opportunity:

- is carried out at Your own risk and at Your responsibility (inter alia are not subject to satisfaction Your requirements arising due to incompatibility of the specified software with the software of the Company, incorrect execution of Your orders sent in the above manner, etc.);

- is allowed if the following circumstances appear in aggregate: 1) You have passed the identification and verification procedures as well as, if necessary, other measures on prevention money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction; 2) You have generated a special pair of "keys" (an "API-key" / a "secret key") with a certain level of access to Your Currency.com Account through the visual user interface of the Application or You carry out entering the Application (logging in Your Currency.com Account) with the use of Your login and password to Your Currency.com Account; 3) You (or the third party which gives You permission to use the relevant software) have fulfilled the requirements provided in the technical documentation on the use of the trading software interface (hereinafter referred to as the "API") available on the Website, which provides requirements for requests for server infrastructure of the Application ("API documentation"); 4) in connection with using this opportunity You do not violate the requirements of these T&C, the legislation and the acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus);

does not apply to depositing and withdrawing funds (which is done through the visual interface of the Application), unless otherwise permitted by the Company (including in the technical documentation on the use of the API posted on the Website, which provides requirements for requests for server infrastructure of the Application (“API documentation”) or otherwise).

## **5. DEPOSITING FUNDS**

5.1 You can deposit money, electronic money, tokens in order to be accounted for You on Your Account using the External Accounts. To be deposited money, electronic money or tokens must be “supported” by the Platform (the functionality of the Platform provides for the possibility to use them).

Depositing of money, electronic money shall be carried out by making Your purchase of Fiat currency tokens.

As a result of such a purchase in Your Account, the corresponding number of Fiat currency tokens is taken into account.

Depositing of money or electronic money when using the Financial Application shall be carried out by transferring Your money or electronic money from Your External Account to the current (settlement) bank account or the e-wallet of the Company respectively. Unless this money (electronic money) is not used as an advance payment for tokens as the moment of its depositing, this money (electronic money) shall be accounted for You as Your money (electronic money) on Your Account for subsequent making transactions with the use of the Financial Application.

Tokens are deposited by transferring tokens from Your address (identifier) of the virtual wallet to the Company's address (identifier) of the virtual wallet. In this case, unless otherwise provided in this sub-clause, tokens shall be deemed to be transferred if the operation (transaction) on their transferring in the relevant blockchain has become publicly observable and has obtained at least the following quantity of confirmations in the relevant blockchain network:

- with respect to the cryptocurrency Bitcoin – two confirmations;
- with respect to the cryptocurrency Litecoin – four confirmations;
- with respect to the cryptocurrency Bitcoin Cash – six confirmations;
- with respect to the cryptocurrency Ethereum, the cryptocurrency Tether and other ERC 20 tokens – twelve confirmations.

The cryptocurrency Ripple shall be deemed to be transferred if the operation (transaction) on its transferring in the relevant blockchain has become publicly observable.

For depositing money or electronic money You shall fill in and submit an order for the purchase of Fiat currency tokens, according to the results of execution of which by the Company the Fiat currency tokens purchased are accounted for You on Your Account.

For example, if You make a of deposit money or electronic money in US dollars, after depositing these funds in Your account (account), You will get to Account the Fiat currency tokens USD.cx.

For depositing of money or electronic money when using the Financial Application You shall fill in and submit an order for money (electronic money) deposit. If the money (electronic money) being deposited is used as an advance payment for tokens as the moment of its depositing, You shall fill in and submit an order for the acquisition of tokens.

The Company shall be entitled to unilaterally establish (set forth), change, and cancel the minimum limits on depositing funds in relation to certain methods of depositing with communicating (bringing) them to You through the Platform and (or) the Website (such limits may be necessary inter alia under the requirements of payment service providers). These limits (the Company's decisions on changing or cancelling them) shall enter into force and start being applied to the relations of the parties from the moment of placing the information about them on the Platform and (or) on the Website, unless another effective date and (or) the date of starting application to the relations of the parties are (is) specified in this information. Funds in the amount that is less than the minimum limit that You have sent to the Company to deposit them shall not be accounted for You on Your Account, and inter alia shall not be considered (treated) as received as payment for Fiat currency tokens. If funds are transferred to the Company in the said amount, they shall be returned to You at Your written request. This returning shall be carried out only after You reimburse the Company's expenses for such carrying out (including those arising from the use of the services of payment service providers, paying of taxes, etc.), unless otherwise is specified by the Company. For such reimbursement, the Company shall be entitled to unilaterally withhold the amount of these expenses from the said amount of funds transferred by You to the Company and (or) from the amount of Your other funds held by the Company.

5.2 The Company shall be entitled not to accept money, electronic money or tokens from You (inter alia, depending on the country, the resident of which You are and (or) through the bank of which country You are going to carry out the payment<sup>1</sup>, as a result of taking measures for prevention of money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction, etc.), as well as unilaterally (at any time and at the Company's sole and absolute discretion) change the list of methods by which You can deposit funds to Your Currency.com Account.

In case of non-acceptance of Your funds (including tokens) by the Company, if these funds have been actually handed over (transferred) to the Company and the Company has found their return (refund) possible, You shall be obliged to reimburse the Company's expenses for carrying out this return (refund). In certain cases the said return (refund) shall be possible only if before it is carried out You have reimbursed the relevant expenses of the Company (for example, in case of return (refund) of the cryptocurrency Tether (USDT) You shall be obliged to previously transfer to the Company the quantity of the cryptocurrency Ethereum that is necessary for the said return (refund)).

5.3 You can pay for Fiat currency tokens using a credit or debit card, via a bank transfer or other methods available on the Platform. Some depositing method may not be available to You. The availability of a particular depositing method depends on a number of factors including, for example, where You are located, the identification information You have provided to Us, and limitations imposed by the international payment systems operators, etc.

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<sup>1</sup> For example, this may concern the offshore jurisdictions.

5.4 The time actually needed for depositing funds depends upon the actions of third parties (including banks, the international payment systems operators, etc.) and may differ from case to case.

5.5 You represent and warrant that:

(a) External Accounts and money, electronic money, tokens which You deposited to the Currency.com Account belong to You. No third-party payments will be accepted. You cannot use cards, bank accounts and/or wallets of third parties to deposit funds to Your Currency.com Account;

(b) money, electronic money, tokens which You deposited to Your Currency.com Account as well as Your relevant wealth are derived from lawful sources.

5.6 You acknowledge that the Company shall be entitled to verify (check) Your compliance with sub-clause 5.5 of this clause at any time at the Company's discretion within Your use of the Services, in particular by the following means:

(a) requesting a documentary confirmation of the source of origin of Your funds (including tokens), the title of property to them, Your rights to External Accounts as well as a documentary confirmation of the source of Your wealth;

(b) using special API or other software enabling to identify money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction using money, electronic money and tokens and other risks associated with the funds, in particular, to analyse the history of using Your External Accounts, their connection with other accounts and transactions and to define the risk of using such External Accounts for illegal activities;

(c) requesting information from third parties (payment service providers, banks and non-bank credit organizations, etc.).

5.7 In case You are unable (unwilling) to provide to the Company the necessary documentary prove, specified in sub-clause 5.6 (a) of this clause, and (or) the Company has reasons to suspect Your non-compliance with sub-clause 5.5 of this clause, the Company shall be entitled to perform any of the following actions (one or several actions): (1) to reject depositing or withdrawing money, electronic money or tokens to (from) Your Currency.com Account, or (2) to suspend depositing or withdrawing money, electronic money or tokens to (from) Your Currency.com Account, or (3) to freeze (block) money, electronic money or tokens accounted for You on Your Currency.com Account, or (4) to suspend (block) transactions (operations) carried out via Your Currency.com Account, or (5) to refuse to transfer (credit) to your address (identifier) of the virtual wallet tokens, the transfer (crediting) of which You are demanding, or (6) to block a financial transaction (operation) in which You (Your representative) participate (participates), or (7) to Suspend the Currency.com Account, or (8) to deactivate (close) Your Currency.com Account, or (9) to perform other actions provided for in these T&C or legislation.

## 6. TYPES OF ORDERS, THEIR CONTENTS AND EXECUTION. LEVERAGE-OPERATIONS

6.1 You shall send an order on purchasing/selling/exchanging tokens (and in the cases specified in these T&C – also orders for carrying out other actions) to the Company by clicking the “Buy” or “Sell” virtual button in the Application and (or) performing other actions, stipulated in these T&C and (or) in the interface of the Application and (or) stipulated in the technical documentation on the use of the API posted on the Website, which provides requirements for requests for server infrastructure of the Application (“API documentation”).

6.2 Orders shall be sent (placed on the platform) by You to participate in the tokens trading or for the acquisition or alienation of tokens outside the tokens trading. At the tokens trading, your order shall be executed if there is a counter order with overlapping price conditions. Outside the tokens trading Your order shall be executed if it is accepted by the Company.

Orders sent for the acquisition or alienation of tokens in the Financial Application or in the section (mode) “Leverage” of the Platform are orders for the acquisition or alienation of tokens outside the tokens trading.

6.3 To carry out Leverage-operations, You need to go to the section (mode) “Leverage” of the Platform and select a token (Tokenised asset, or cryptocurrency, or Tokenised currency), the title of property to which You wish to acquire within a Leverage-operation for further disposing of it in accordance with these T&C. Carrying out such Leverage-operation You are making investments in change in the price for the said token. This price is expressed in another token (please, see the model “X/Y” below) and shall be “paid” (given as consideration) in Fiat currency tokens or cryptocurrency, unless otherwise provided for by the Platform’s interface.

Leverage-operations are not available in the Financial Application.

Leverage-operations can be of two types, namely, a Long-operation and a Short-operation.

Leverage-operations shall be carried out on the conditions stipulated in this sub-clause and in other provisions of these T&C, unless otherwise provided for by the Platform’s interface or by the agreement of the parties.

The order sent for opening a Leverage-operation or during the Leverage-operation in the period when the relevant market is unavailable (offline) may be accepted by the Company only after this market becomes available.

Before opening a Leverage-operation You shall choose in the relevant order virtual window the amount of Leverage.

The amount of Leverage may be indicated as follows:

“1 : N” (“1 / N”), where the figure “1” represents the amount of Margin for Long-operations (Prepayment) (in case of a Long-operation) or Margin for Short-operations (Collateral for Borrowing) (in case of a Short-operation) and the letter “N” stands for the total value of tokens acquired under a token exchange transaction in case of a Long-operation or tokens acquired and alienated under a transaction on Borrowing and alienation of tokens in case of a Short-operation, expressed in the tokens of another type;

“Nx”, where the letter “N” stands for the total value of tokens acquired under a token exchange transaction in case of a Long-operation or tokens acquired and alienated under a transaction on Borrowing and alienation of tokens in case of a Short-operation, expressed in the tokens of another type, and the symbol “x” is the multiplication symbol (sigh).

The Company takes into account the actual supply and demand for tokens that are formed on the Platform and ensures their implementation in carrying out Leverage-operations. To this end, by accepting clients’ orders in respect of Leverage-operations, the Company, acting on its own behalf and at its own expense, applies to the said orders the conditions of counter (offsetting) orders of other customers (also carrying out Leverage-operations) sent (placed) in the section (mode) “Leverage” of the Platform, and on these conditions makes the acceptance (provided that such counter (offsetting) orders are actually present). At the same time, the Company on its own behalf and at its own expense accepts the orders of the latter clients on the conditions provided for in the orders of the former clients. Thus, when carrying out Leverage-operations, the Company is “bound” by (follows) the conditions of the “oppositely directed” clients’ orders sent (placed) in the section (mode) “Leverage” of the Platform. When the Company accepts clients’ orders in respect of Leverage-operations, their partial acceptance is possible (in particular, this may occur in cases of significant amounts (volumes) of orders, when their acceptance is fulfilled in several stages using the weighted average price for the relevant tokens). To display clients’ orders in respect of Leverage-operations (for ensuring market transparency) in the section (mode) “Leverage” of the Platform, for information purposes, a virtual “order book” may be used (this should not be understood (classified) as a circumstance indicating the organization of tokens trading within this section (mode) of the Platform). Market liquidity in the section (mode) “Leverage” of the Platform is provided by the Company according to its actual opportunities to hedge the relevant risks at a particular point in time.

If during the Leverage-operation You are incurring a loss, the Company shall notify You of the escalation of its amount by sending a Margin Call Warning to Your e-mail address (in the event of the circumstances in which this notification shall be sent in accordance with these T&C).

The Company performs the Closeout if the amount of Your loss indicated in the virtual window “P&L” reaches the figure Z or exceeds it. The figure Z shall be equal to the difference between the quantity of tokens of the type at hand indicated in the virtual window “Funds” and the total quantity of tokens of the same type reserved within the use of the section (mode) “Leverage” of the Platform (items a) – c) of the definition of the expression “Reserved tokens”), multiplied by 50 and divided by 100 ( $Z = \text{“Funds”} - (\text{the sum of tokens of this type falling under items a) – c) of the definition of the expression “Reserved tokens”}) / 50 \times 100$ ). The Company shall notify You of performance of the Closeout (after its performance) by sending the Closeout warning notification to Your e-mail address.

When the above circumstance occurs, the Closeout shall be carried out sequentially in the following procedure:

measure № 1. The Company refuses to accept all Your orders for carrying out Leverage-operations (cancels them). These orders are indicated in items b) and c) of the definition of the expression “Reserved tokens”;

measure № 2. If measure № 1 has not resulted in Your loss becoming lower than the figure Z, then the Company, by accepting Your Irrevocable Closeout offer, closes (terminates)



Your Leverage-operations during which You are incurring a loss and in respect of which the market is available;

measure № 3. If measure № 2 has not resulted in Your loss becoming lower than the figure Z, then the Company, by accepting Your Irrevocable Closeout offer, closes (terminates) Your Leverage-operations during which You are gaining a profit and in respect of which the market is available;

measure № 4. If measure № 3 has not resulted in Your loss becoming lower than the figure Z, then the Company, by accepting Your Irrevocable Closeout offer, closes (terminates) Your Leverage-operations during which You are gaining a profit or suffering a loss and in respect of which the market is unavailable (offline) – at the moment the relevant market becomes available. In this case, after closing (termination) of each such Leverage-operation, the necessity for closing (termination) of subsequent Leverage-operations is determined as the relevant market becomes available.

In case of occurring (appearance) of other grounds for carrying out the Closeout, stipulated in these T&C, the Closeout shall be carried out without application of the aforesaid procedure (i.e. shall be carried out immediately without sequential application of the aforesaid measures №№ 1 – 4).

In the event of closing (termination) of the Leverage-operations, that You have previously opened, beyond their parties' will as a result of a technical failure (error) on the Platform or third parties' interference with the work of Platform, the Company shall be entitled after eliminating the said technical failure (error) or interference to open without You consent Leverage-operations, that are same as those You have opened before the said technical failure (error) or interference, in respect of which You will be the relevant party. At the same time, in the situation below, You shall be compensated for the difference between the prices for the tokens (for making investments in change in the prices for which You have opened the relevant Leverage-operations) that have been on the Platform at the moment You have opened the relevant Leverage-operations and the prices for them that have been at the moment of opening the Leverage-operations by the Company after they have been closed (terminated) as a result of the said technical failure (error) or interference and the elimination of this technical failure (error) or interference. The said compensation shall be carried out in the situation where the prices for the relevant tokens have changed in such a way that at the time of opening the corresponding Leverage-operations by the Company in the absence of the said technical failure (error) or interference You would have gained a profit – in the amount of such profit calculated by the Company and in the form of transferring the title of property to the relevant tokens to You in the amount determined by the Company.

### *6.3.1. Long-operations*

Long-operations are carried out to make investments in increase of prices for tokens.

Having chosen the tokens, in increase of the price for which You are planning to invest, You need to press the virtual button “Buy” in the section (mode) “Leverage” of the Platform to open the virtual window of the order for making a token exchange transaction that opens a Long-operation. Pressing the said virtual button means that You are going to proceed to a Long-operation (except for the case when You have an unclosed (unterminated) Short-operation with respect to the tokens of this type, in which situation by pressing the said button You will pass to the virtual window allowing to close (terminate) this Short-operation fully or partially or to change its conditions). In the virtual window of the order for making a token exchange

transaction that opens a Long-operation, which represents the form of this order, You select the conditions of the said transaction. Pressing the virtual button “Buy” in the said window after selection of such conditions means that You proceed to the Long-operation, having sent to the Company the relevant order which constitutes the offer. The acceptance of this offer (making the relevant token exchange transaction) means opening the Long-operation. This acceptance can be made only within the period of availability of the relevant market. In case of sending of a limit order such order may be revoked by You by pressing the virtual button “Cancel” before this offer is accepted by the Company.

If in respect of tokens of a certain type within a certain market there exists an unclosed (unterminated) Short-operation, then a Long-operation in respect of them can be opened only upon closing (termination) of the relevant Short-operation, unless otherwise is permitted by the Platform’s interface. In these circumstances, in the virtual window allowing to close (terminate) this Short-operation fully or partially or to change its conditions You may indicate the quantity of the tokens subject to acquisition that is bigger than the quantity of the tokens alienated within the relevant Short-operation. In this case the relevant Short-operation will be closed (terminated) and simultaneously a Long-operation will be opened in respect of the quantity of the tokens that will constitute the difference between the quantity of the tokens indicated in the said window and the quantity of the tokens used for closing (termination) of the relevant Short-operation. In this situation the Company shall be entitled to carry out offsetting the relevant counter claims of the same kind. Simultaneous existence of a Long-operation and a Short-operation within making investments in one and the same market (indicated under the model “X/Y” stipulated below) may be provided for by the Platform’s interface (in this case in order to use this opportunity it is necessary to change the relevant settings in the Account).

Under a token exchange transaction that opens a Long-operation, You acquire the title of property to the tokens that You do not fully pay for and provide to the Company the relevant Irrevocable Closeout offer. Partial payment for tokens acquired is made by You in the form of transferring to the Company the title of property to the Margin for Long-operations (making Prepayment) – You shall transfer to the Company the title of property to the Margin for Long-operations (make Prepayment) and after that as a result of automatic performance on the Platform of the token exchange transaction that opens a Long-operation You shall receive the title of property to all the relevant tokens You do not fully pay for. This is carried out by reserving by the Company of the appropriate amount (quantity) of Your tokens (Fiat currency tokens or cryptocurrencies, unless otherwise is provided for in the Platform’s interface) held by the Company and accounted for You on Your Account, the title of property to which You transfer to the Company. The fact of the said reserving shall be indicated in the virtual window “Reserved”.

The initial amount of Margin for Long-operations (Prepayment) is different from the supported amount of Margin for Long-operations (Prepayment). The latter may be changed by the Company unilaterally depending on changing of the price for the tokens, acquired under the token exchange transaction that opens a Long-operation.

Since the tokens acquired by You under the token exchange transaction that opens a Long-operation have not been not fully paid for by You, by virtue of the fact of making this transaction from the moment of its making You incur a debt to the Company in the amount of the tokens “underpaid” under the said transaction (i.e. the tokens the title of property to which has not been transferred by You to the Company for full settlement in respect of the said

transaction). This means that You have undertaken an obligation to the Company to make full payment for the tokens, acquired under the said transaction, by transferring to the Company the title of property to the said amount (quantity) of the “underpaid” tokens (Fiat currency tokens or cryptocurrencies, unless otherwise is provided for in the Platform’s interface) on the basis of the price for the tokens, that have not been not fully paid for, indicated on the Platform at the moment when the said transaction has been made.

In respect of the tokens, acquired under the token exchange transaction that opens a Long-operation, that have not been not fully paid for, You, unless otherwise is expressly permitted by the Company, are not entitled to raise the demand on withdrawal of these tokens to Your address (identifier) of the virtual wallet (from the Platform), or dispose of them otherwise than to alienate to the Company under a similar token exchange transaction, i.e. under a token exchange agreement that fully or partially closes (terminates) this Long-operation. This agreement shall be concluded:

on the initiative of You. In this case the Company shall be obliged (unless otherwise provided in these T&C) to conclude with You the said exchange agreement, that provides for alienation of the said tokens in the quantity that has been acquired under the token exchange transaction that have opened this Long-operation (to accept Your relevant offer). In this situation the title of property to the tokens being alienated shall pass to the Company at the moment of conclusion of the said agreement, and offsetting the counter claims of the same kind shall be carried out, as a result of which You will gain a profit or suffer a loss depending on the direction of change in the price for the tokens being alienated. These tokens may be alienated fully or partially under one or more token exchange agreements in accordance with the Platform’s interface. The relevant Long-operation shall be deemed to be closed (terminated) upon the alienation of all these tokens;

on the initiative of the Company by means of acceptance of the relevant Irrevocable Closeout offer (with carrying out offsetting the relevant counter claims of the same kind by the Company).

You shall be entitled to carry out payment in full of the tokens, acquired under the token exchange transaction that opens a Long-operation (by means of adding the difference between the Margin for Long-operations (Prepayment) and the total value of these tokens that will satisfy Your aforesaid debt to the Company, unless otherwise is stipulated by the Company) which action will close (terminate) the relevant Long-operation. In this case the settlement procedure shall be governed by a separate agreement of the parties. For closing (termination) of the Long-operation in this manner You need to apply to the Company with the relevant application by sending it to the e-mail address support@currency.com or another e-mail address notified by the Company for these purposes. After carrying out payment in full of the said tokens You will be entitled to withdraw them to Your address (identifier) of the virtual wallet (from the Platform) and otherwise dispose of them at Your discretion.

During a Long-operation the price for the tokens acquired under the token exchange transaction that opens a Long-operation may decrease against their price which has existed on the Platform at the moment of making the said transaction. This circumstance entails increasing the “value” of Your aforesaid debt to the Company (i.e. occurrence of the relevant loss on Your side, which will be indicated in the virtual window “P&L”, because of decrease of the quantity of tokens, the title of property to which, in order to satisfy the said debt, You will obtain from the Company in exchange for the tokens acquired under the token exchange transaction that has opened the Long-operation, upon their alienation under the token exchange transaction that will close (terminate) the Long-operation). You shall have to “satisfy” (“compensate”) the

amount of such increase of “value” of the said debt out of the tokens accounted for You on Your Account, which are the tokens of the same type as the tokens, in which the Margin for Long-operations has been transferred (Prepayment has been made) to the Company, including out of the Reserved tokens (in respect of this Long-operation and other Leverage-operations) and (or) out of the tokens that have not been involved in this Long-operation and other Leverage-operations. The said “satisfaction”(“compensation”) shall be carried out by means of charging-off (writing-off) the relevant quantity of the tokens by the Company from Your Account upon closing (termination) of the said Long-operation by means of conclusion of the aforesaid token exchange agreement (inter alia in case of the Closeout). The amount of said “satisfaction”(“compensation”) shall constitute the difference between the quantity of the tokens that constitute Your aforesaid debt to the Company and the quantity of the tokens the title of property to which is obtained by You from the Company under the token exchange transaction that closes (terminates) the Long-operation (taking into account the change of the price for the tokens acquired by You under the token exchange transaction that has opened the Long-operation).

When making (carrying out) a Long-operation with 1:50 or 1:100 Leverage, where the acquired tokens are the cryptocurrencies Bitcoin or Ethereum and the prices for these cryptocurrencies are expressed in Fiat currency tokens USD.cx or EUR.cx, the Company mandatorily for the purposes of limitation of Your risk shall stipulate in respect of such operation the “guaranteed stop-loss” condition (without specifying this condition the said operation cannot be made (carried out)). In the “guaranteed stop-loss” condition the Company shall specify the upper and lower limits of Your loss, the amounts of which shall be determined by the Company depending on the level of volatility of the market at hand and may be changed by the Company from time to time at its own and absolute discretion. You shall be entitled to unilaterally change the amount of Your loss, in the event of reaching which the “guaranteed stop-loss” condition will be applied (i.e. in the event of reaching which the “guaranteed stop-loss” condition will be executed), within the upper and lower limits stipulated by the Company. You shall not be entitled to unilaterally cancel the said “guaranteed stop-loss” condition during the Long-operation.

### *6.3.2. Short-operations*

Short-operations are carried out to make investments in decrease of prices for tokens.

Having chosen the tokens, in decrease of the price for which You are planning to invest, You need to press the virtual button “Sell” in the section (mode) “Leverage” of the Platform to open the virtual window of the order for making a transaction on Borrowing and alienation of tokens that opens a Short-operation (i.e. the order for Borrowing and alienation of tokens). Pressing the said virtual button means that You are going to proceed to a Short-operation (except for the case when You have an unclosed (unterminated) Long-operation with respect to the tokens of this type, in which situation by pressing the said button You will pass to the virtual window allowing to close (terminate) this Long-operation fully or partially or to change its conditions). In the virtual window of the order for making a transaction on Borrowing and alienation of tokens that opens a Short-operation, which represents the form of this order, You select the conditions of the said transaction. Pressing the virtual button “Sell” after selection of such conditions means that You proceed to the Short-operation, having sent to the Company the relevant order which constitutes the offer. The acceptance of this offer (making the relevant transaction on Borrowing and alienation of tokens) means opening the Short-operation. This acceptance can be made only within the period of availability of the relevant market. In case

of sending of a limit order such order may be revoked by You by pressing the virtual button “Cancel” before this offer is accepted by the Company.

If in respect of tokens of a certain type within a certain market there exists an unclosed (unterminated) Long-operation, then a Short-operation in respect of them can be opened only upon closing (termination) of the relevant Long-operation, unless otherwise is permitted by the Platform’s interface. In these circumstances, in the virtual window allowing to close (terminate) this Long-operation fully or partially or to change its conditions You may indicate the quantity of the tokens subject to alienation that is bigger than the quantity of the tokens acquired within the relevant Long-operation. In this case the relevant Long-operation will be closed (terminated) and simultaneously a Short-operation will be opened in respect of the quantity of the tokens that will constitute the difference between the quantity of the tokens indicated in the said window and the quantity of the tokens used for closing (termination) of the relevant Long-operation. In this situation the Company shall be entitled to carry out the offsetting of the relevant counter claims of the same kind. Simultaneous existence of a Short-operation and a Long-operation within making investments in one and the same market (indicated under the model “X/Y” stipulated below) may be provided for by the Platform’s interface (in this case in order to use this opportunity it is necessary to change the relevant settings in the Account).

Under a transaction on Borrowing and alienation of tokens that opens a Short-operation the Company undertakes the obligation to transfer to You the title of property to tokens (the object of Borrowing) on a repayable basis (by the way of Borrowing) and You undertake the obligation to 1) transfer to the Company the title of property to the tokens of the same type in the same quantity as the tokens that are the object of Borrowing (to satisfy the Borrowing debt to the Company) and 2) dispose of the tokens, the title of property to which has been obtained by the way of Borrowing (the object of Borrowing), not otherwise than by transferring to the Company the title of property to them in exchange for the title of property to the tokens of another type (in accordance with the price for the tokens that are the object of Borrowing, which is indicated on the Platform at the moment of making the transaction on Borrowing and alienation of tokens that opens the Short-operation). You obtain the title of property to the tokens by the way of Borrowing and dispose of them in the said manner automatically and immediately after making the transaction on Borrowing and alienation of tokens that has opened the Short-operation. By virtue of the fact of making this transaction You provide to the Company the relevant Irrevocable Closeout offer.

In case of acceptance of Your order for Borrowing and alienation of tokens by the Company at the moment of this acceptance:

(a) in respect of the tokens, determined (indicated) as Margin for Short-operations (Collateral for Borrowing), Reserving Collateral for Borrowing is carried out (applied);

(b) the title of property to the tokens acquired by the way of Borrowing (which are the object of Borrowing) passes to You (emerges on Your side) and after that immediately passes to the Company in exchange for the title of property to the tokens of another type (the particular type of tokens shall be chosen by You in the virtual tab “Wallet” of the virtual window of the order for Borrowing and alienation of tokens ) which passes to You (emerges on Your side);

(c) there emerges the Company’s obligation (unless otherwise provided in these T&C) within the period of availability of the relevant market to accept Your offer providing for Your acquisition of the tokens of the same type as the tokens acquired by You earlier on by the way of Borrowing (the tokens of the same type as the tokens which are the object of Borrowing) and subsequently alienated to the Company and in the quantity equal to Your Borrowing debt

to the Company, in exchange for the aforementioned “tokens of another type” in the quantity determined in accordance with the price for the tokens that are the object of Borrowing, which is indicated on the Platform at the moment of acceptance of the said offer. This offer shall be sent in the form of an order for acquisition of the tokens that are the object of Borrowing by means of pressing the virtual button “Buy” in the relevant virtual window in the section (mode) “Leverage” of the Platform. Pressing this virtual button entails closing (termination) of the Short-operation on the initiative of You (by making the relevant token exchange transaction) fully or partially (depending on the quantity of the acquired tokens of the same type as the tokens which are the object of Borrowing) with satisfying Your Borrowing debt to the Company (fully or partially) by means of offsetting the counter claims of the same kind, as a result of which You will gain a profit or suffer a loss depending on the direction of change in the price for the tokens which are the object of Borrowing. These tokens may be acquired fully or partially under one or more token exchange transactions in accordance with the Platform’s interface. Upon Your acquisition from the Company all the said tokens and satisfying Your Borrowing debt to the Company to the full extent the relevant Short-operation shall be deemed to be closed (terminated);

(d) You provide to the Company the relevant Irrevocable Closeout offer, the acceptance of which entails closing (termination) of the Short-operation (by making the relevant token exchange transaction) on the initiative of the Company (with carrying out offsetting the relevant counter claims of the same kind by the Company).

Making a transaction on Borrowing and alienation of tokens shall be possible only in case You have the sufficient quantity of tokens accounted for You on Your Account and indicated in the virtual window “Available”. The maximum amount of Borrowing shall be determined by the quantity of these tokens and the maximum amount of Leverage set forth in the virtual window of the order for Borrowing and alienation of tokens. By choosing the amount of Leverage acceptable for You (within its maximum amount) in the window of the said order, You specify the quantity of the said tokens determined (indicated) as Margin for Short-operations (Collateral for Borrowing) for opening the Short-operation.

The initial amount of Margin for Short-operations (Collateral for Borrowing) is different from the supported amount of Margin for Short-operations (Collateral for Borrowing). The latter may be changed by the Company unilaterally depending on changing of the price for the tokens, acquired by You by the way of Borrowing.

The Borrowing debt to the Company in the amount of the quantity of tokens which are the object of Borrowing is created on Your side by virtue of the fact of making the transaction on Borrowing and alienation of tokens at the moment of its making.

During a Short-operation the price for the tokens which are the object of Borrowing may increase against their price which has existed (has been indicated) on the Platform at the moment of making the transaction on Borrowing and alienation of tokens that has opened the Short-operation. This circumstance entails increasing the “value” of Your Borrowing debt to the Company (i.e. occurrence of the relevant loss on Your side, which will be indicated in the virtual window “P&L”, because of increase of the quantity of tokens, which are necessary to acquire the tokens of the same type as the tokens, which are the object of Borrowing, to satisfy Your Borrowing debt to the full extent). You shall have to “satisfy” (“compensate”) the amount of such increase of “value” of Your Borrowing debt out of the tokens accounted for You on Your Account, which are the tokens of the same type as the tokens, determined (indicated) as Margin for Short-operations (Collateral for Borrowing), including out of the Reserved tokens

(in respect of this Short-operation and other Leverage-operations) and (or) out of the tokens that have not been involved in this Short-operation and other Leverage-operations. The said “satisfaction”(“compensation”) shall be performed by means of transferring by You to the Company under the token exchange transaction that closes (terminates) the Short-operation the title of property to the tokens of the same type as the tokens, determined (indicated) as Margin for Short-operations (Collateral for Borrowing), in the quantity, that is sufficient for acquisition by You from the Company of the tokens of the same type as the tokens, which are the object of Borrowing, to satisfy Your Borrowing debt to the full extent (according to the price that is indicated on the Platform at the moment of acquisition of the latter), and shall be carried out through charging-off (writing-off) the relevant quantity of the tokens by the Company from Your Account upon closing (termination) of the said Short-operation by means of making the relevant token exchange transaction (inter alia in case of the Closeout).

When making (carrying out) a Short-operation with 1:50 or 1:100 Leverage, where the cryptocurrencies Bitcoin or Ethereum constitute the object of Borrowing and the prices for these cryptocurrencies are expressed in Fiat currency tokens USD.cx or EUR.cx, the Company mandatorily for the purposes of limitation of Your risk shall stipulate in respect of such operation the “guaranteed stop-loss” condition (without specifying this condition the said operation cannot be made (carried out)). In the “guaranteed stop-loss” condition the Company shall specify the upper and lower limits of Your loss, the amounts of which shall be determined by the Company depending on the level of volatility of the market at hand and may be changed by the Company from time to time at its own and absolute discretion. You shall be entitled to unilaterally change the amount of Your loss, in the event of reaching which the “guaranteed stop-loss” condition will be applied (i.e. in the event of reaching which the “guaranteed stop-loss” condition will be executed), within the upper and lower limits stipulated by the Company. You shall not be entitled to unilaterally cancel the said “guaranteed stop-loss” condition during the Short-operation.

6.4 The Platform allows to make transactions with tokens using the following types of orders (as defined under the subject-matter of transaction (operation) criterion) (this list of orders shall not be applied to the Financial Application):

- 1) an order for the purchase of Fiat currency tokens;
- 2) an order for the sale of Fiat currency tokens;
- 3) an order for tokens deposit;
- 4) an order for tokens withdrawal;
- 5) an order for the acquisition of Tokenised assets under an exchange agreement;
- 6) an order for the alienation of Tokenised assets under an exchange agreement;
- 7) an order for the acquisition of Tokenised assets under an exchange agreement under the Long-operation terms;
- 8) an order for the alienation of Tokenised assets under an exchange agreement under the Long-operation terms;

- 9) an order for the acquisition of cryptocurrency under an exchange agreement;
- 10) an order for the alienation of cryptocurrency under an exchange agreement;
- 11) an order for the acquisition of cryptocurrency under an exchange agreement under Long-operation terms;
- 12) an order for the alienation of cryptocurrency under an exchange agreement under Long-operation terms;
- 13) an order for the acquisition of Tokenised bonds under an exchange agreement;
- 14) an order for the alienation of Tokenised bonds under an exchange agreement;
- 15) an order for the acquisition of Other tokens representing currencies under an exchange agreement;
- 16) an order for the alienation of Other tokens representing currencies under an exchange agreement;
- 17) an order for the acquisition of Other tokens representing currencies under an exchange agreement under Long-operation terms;
- 18) an order for the alienation of Other tokens representing currencies under an exchange agreement under the Long-operation terms;
- 19) an order for Borrowing and alienation of tokens;
- 20) an order for the acquisition of the tokens which constitute the object of Borrowing;
- 21) other types of orders, which are allowed under the functionality of the Platform (including orders in respect of Fiat currency tokens that are similar to the orders indicated in items 15 – 18 of this list, to which the provisions of sub-clauses (o) – (r) set forth below shall be applied respectively).

In the Platform's interface tokens which are or may be the object of a transaction (operation) with tokens, made (carried out) with the use of the Platform, may be indicated (described) according to the model "X/Y", where the letter "X" stands for the tokens the price (value) for (of) which is expressed in the tokens designated by the letter "Y" (for example, "Bitcoin/USD" means that in the case at hand the price (value) for (of) the cryptocurrency Bitcoin is expressed in Fiat currency tokens USD.cx). The said model stands for the relevant market ("Bitcoin/USD", "Ethereum/USD", etc.). At the same time upon making (carrying out) transactions (operations):

in the section (mode) "Exchange" of the Platform the model "X/Y" means that the tokens X are offered to acquisition or alienation in exchange for the tokens Y;

in the section (mode) "Leverage" of the Platform the model "X/Y" means that the tokens X, the price (value) for (of) which is expressed in the tokens Y, are offered to acquisition or alienation within a Leverage-operation in exchange for tokens, the type of which is chosen in the virtual window of the order for carrying out the relevant Leverage-operation.



The market (tokens market) may be referred to on the Platform by means of indicating the underlying assets of Tokenised assets, for example, «Brent Oil» (stands for the Tokenised assets «XBR.cx»), «Crude Oil» (stands for the Tokenised assets «XTI.cx»), etc.

A request of the owner of a Tokenised bond to transfer to him the title of property to the relevant bond (government bond), the market (current) value of which determines the price for the said Tokenised bond, shall be sent to the Company outside the Platform.

The Financial Application allows to make transactions with tokens using the following types of orders (as defined under the subject-matter of transaction (operation) criterion):

- 1) an order for money (electronic money) deposit;
- 2) an order for money (electronic money) withdrawal;
- 3) an order for the acquisition of tokens;
- 4) an order for the alienation of tokens;
- 5) an order for tokens deposit;
- 6) an order for tokens withdrawal;

(a) The order for the purchase of Fiat currency tokens shall be sent (placed on the Platform) by You to perform deposit of money (electronic money). On the basis of this order You purchase from the Company the Fiat currency tokens for fiat currencies, these tokens represent. This order shall be sent (placed on the Platform) by You via clicking “Deposit” (the “Menu” tab on the Platform) while choosing as an Account deposit method depositing of money (electronic money). The number of purchased units of Fiat currency tokens corresponds to the number of units of currency paid for them, represented by these tokens. The type of purchased tokens and the number of units of corresponding currencies paid for them (which corresponds to the number of tokens purchased) are selected by You in the window of the specified order on the Platform. Immediately after the acceptance of this order by the Company, an electronic message shall be sent (placed on the Platform) to You confirming the fact of acceptance in the form “Tokens bought” and the corresponding number of tokens purchased by You is displayed in Your Account. The Company accepts the considered order after the actual receipt of the units of the relevant currency in the current (settlement) bank account (electronic wallet) of the Company.

(b) The order for the sale of Fiat currency tokens shall be sent (placed on the Platform) by You to receive money (electronic money) to your External account as a result of the sale of Fiat currency tokens. On its basis, You make a sale of Fiat currency tokens to the Company and receive the currencies represented by these tokens. This order shall be sent (placed on the Platform) by You by pressing the “Withdraw” (the “Menu” tab on the Platform) with the choice of withdrawing money (electronic money) as a method of withdrawing funds from your Account (account). The amount of money (electronic money) received as a result of the sale of Fiat currency tokens corresponds to the number of Fiat currency tokens being sold. The type of tokens sold and the amount of money (electronic money) paid for them (which corresponds to the number of tokens sold) are selected by you in the specified application window on the Platform. Immediately after the acceptance of this order by the Company, an electronic

message is sent to You confirming the fact of acceptance in the form “Tokens sold” and the corresponding number of tokens sold by You is displayed in Your Account. The terms for Your receipt of money (electronic money) to Your External accounts are established by these T&C.

(c) The order for tokens deposit shall be sent (placed on the Platform) by You to make the deposit of tokens (including using the Financial Application). On the basis of it, You transfer tokens from Your address (identifier) of the virtual wallet to the address (identifier) of the virtual wallet of the Company. This order shall be sent (placed on the Platform) by You by clicking the virtual button “Deposit” (the “Menu” tab on the Platform) with the choice of tokens as a method of depositing the Account. You select the type and number of tokens deposited in the specified application window on the Platform. Immediately after the receipt of the deposited tokens to the address (identifier) of the virtual wallet of the Company, the corresponding number of tokens You deposited is displayed in your Account (account).

(d) The order for tokens withdrawal shall be sent (placed on the Platform) by You to make the withdrawal of tokens (including using the Financial Application). On the basis of it, the Company transfer tokens from Company’s address (identifier) of the virtual wallet to Your address (identifier) of the virtual wallet. This order shall be sent (placed on the Platform) by You by clicking the virtual button “Withdraw” (the “Menu” tab on the Platform) with the choice of tokens as a method of withdrawing the Account. You select the type and number of tokens withdrawn in the specified application window on the Platform. The terms for Your receipt of tokens to Your address (identifier) of the virtual wallet are established by these T&C.

(e) (1) The order for the acquisition of Tokenised assets under an exchange agreement shall be sent (placed on the Platform) by You for the acquisition of Tokenised assets in exchange for Your Fiat currency tokens or Other tokens representing currencies in the tokens trading. The order for the acquisition of Tokenised assets under an exchange agreement constitutes:

- an offer indicating the name and the number of the Fiat currency tokens or Other tokens representing currencies alienated under the exchange agreement and indicating the name and number of the Tokenised assets the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Fiat currency tokens or Other tokens representing currencies (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (e) (1).

(2) The order for the acquisition of Tokenised assets under an exchange agreement shall be sent (placed on the Platform) by You by clicking the virtual “Buy” button in the section (mode) “Exchange” on the Platform in respect of a specific type of Tokenised assets. In the appeared “purchase window” on the Platform you select the number of Tokenised assets acquired and other transaction conditions (if any). After that you send the said order by clicking the virtual button “Buy” in the said window.

(f) (1) The order for the alienation of Tokenised assets under an exchange agreement shall be sent (placed on the Platform) by You for the alienation of Tokenised assets (acquisition of Fiat currency tokens or Other tokens representing currencies in exchange for Your Tokenised assets) in the tokens trading. The order for the acquisition of Tokenised assets under an exchange agreement constitutes:

- an offer indicating the name and the number of the Tokenised assets alienated under the exchange agreement and indicating the name and number of the Fiat currency tokens or Other tokens representing currencies the title of property to which You want to receive as a consideration under such exchange agreement;

- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Tokenised assets (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (f) (1).

(2) The order for the alienation of Tokenised assets under an exchange agreement shall be sent (placed on the Platform) by You by clicking the virtual “Sell” button in the section (mode) “Exchange” on the Platform in respect of a specific type of Tokenised assets. In the appeared “sale window” on the Platform you select the number of Tokenised assets alienated and other transaction conditions (if any). After that you send the said order by clicking the virtual button “Sell” in the said window.

(g) The order for the acquisition of Tokenised assets under an exchange agreement under Long-operation terms shall be sent (placed on the Platform) by You for the acquisition of the title of property to Tokenised assets from the Company in exchange for Your Fiat currency tokens or cryptocurrency during a Long-operation. Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading).

(h) The order for the alienation of Tokenised assets under an exchange agreement under Long-operation terms shall be sent (placed on the Platform) by You for the alienation of Tokenised assets the title of property to which You have acquired during a Long-operation (acquisition of the title of property to Fiat currency tokens or cryptocurrency in exchange for the said Tokenised assets). Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading). When executing this order the offset of the counter claims of the same kind is carried out in accordance with sub-clause 6.3.1 of this clause.

(i) The order for the acquisition of cryptocurrency under an exchange agreement shall be sent (placed on the Platform) by You for the acquisition of the title of property to cryptocurrency in exchange for Your Fiat currency tokens or cryptocurrency of another type in the tokens trading. The order for the acquisition of cryptocurrency under an exchange agreement constitutes:

- an offer indicating the name and the number of the Fiat currency tokens or cryptocurrency alienated under the exchange agreement and indicating the name and amount of the cryptocurrency the title of property to which You want to receive as a consideration under such exchange agreement;

- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Fiat currency tokens or cryptocurrency (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (i).

The order for the acquisition of cryptocurrency under an exchange agreement shall be sent (placed on the Platform) in a manner similar to the procedure described in subparagraph (e) (2) above.

(j) The order for the alienation of cryptocurrency under an exchange agreement shall be sent (placed on the Platform) by You for the alienation of cryptocurrency (the acquisition of the title of property to Fiat currency tokens or cryptocurrency of another type in exchange for Your cryptocurrency) in the tokens trading. The order for the alienation of cryptocurrency under an exchange agreement constitutes:

- an offer indicating the name and amount of the cryptocurrency alienated under the exchange agreement and indicating the name and number of the Fiat currency tokens or cryptocurrency of another type the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same cryptocurrency (including in the same amount), which is indicated in Your offer in accordance with item two of this subparagraph (j).

The order for the alienation of cryptocurrency under an exchange agreement shall be sent (placed on the Platform) in a manner similar to the procedure described in subparagraph (f) (2) above.

(k) The order for the acquisition of cryptocurrency under an exchange agreement under Long-operation terms shall be sent (placed on the Platform) by You for the acquisition of the title of property to cryptocurrency from the Company in exchange for Your Fiat currency tokens or cryptocurrency of another type during a Long-operation. Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading).

(l) The order for the alienation of cryptocurrency under an exchange agreement under Long-operation terms shall be sent (placed on the Platform) by You for the alienation of cryptocurrency the title of property to which You have acquired during a Long-operation (acquisition of the title of property to Fiat currency tokens or cryptocurrency of another type in exchange for the said cryptocurrency). Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading). When executing this order the offset of the counter claims of the same kind is carried out in accordance with sub-clause 6.3.1 of this clause.

(m) The order for the acquisition of Tokenised bonds under an exchange agreement shall be sent (placed on the Platform) by You for the acquisition of the title of property to Tokenised bonds in exchange for Your Fiat currency tokens representing the currencies which are used to express the nominal value of bonds (government bonds), the market (current) value of which determines the price for the said Tokenised bonds, or other tokens (if the possibility to use other tokens is provided for by the form of the order). The order for the acquisition of Tokenised bonds under an exchange agreement constitutes:

- an offer indicating the name and the number of the abovementioned Fiat currency tokens or other tokens alienated under the exchange agreement and indicating the name and number of the Tokenised bonds the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same

abovementioned Fiat currency tokens or other tokens (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (m).

The order for the acquisition of Tokenised bonds under an exchange agreement shall be sent (placed on the Platform) in a manner similar to the procedure described in subparagraph (e) (2) above.

(n) The order for the alienation of Tokenised bonds under an exchange agreement shall be sent (placed on the Platform) by You for the alienation of Tokenised bonds (the acquisition of the title of property to Fiat currency tokens representing the currencies which are used to express the nominal value of bonds (government bonds), the market (current) value of which determines the price for the said Tokenised bonds, or other tokens (if the possibility to use other tokens is provided for by the form of the order) in exchange for Your Tokenised bonds) in the tokens trading. The order for the alienation of Tokenised bonds under an exchange agreement constitutes:

- an offer indicating the name and number of the Tokenised bonds alienated under the exchange agreement and indicating the name and number of the abovementioned Fiat currency tokens or other tokens the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Tokenised bonds (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (n).

The order for the alienation of Tokenised bonds under an exchange agreement shall be sent (placed on the Platform) in a manner similar to the procedure described in subparagraph (f) (2) above.

(o) The order for the acquisition of Other tokens representing currencies under an exchange agreement shall be sent (placed on the Platform) by You for the acquisition of the title of property to Other tokens representing currencies in exchange for Your Fiat currency tokens or Other tokens representing currencies in the tokens trading. The order for the acquisition of Other tokens representing currencies under an exchange agreement constitutes:

- an offer indicating the name and the number of the Fiat currency tokens or Other tokens representing currencies alienated under the exchange agreement and indicating the name and number of the Other tokens representing currencies the title of property to which You want to receive as a consideration under such exchange agreement;
- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Fiat currency tokens or Other tokens representing currencies (including in the same quantity), which are indicated in Your offer in accordance with item two of this subparagraph (o).

The order for the acquisition of Other tokens representing currencies under an exchange agreement shall be sent (placed on the Platform) in a manner similar to the procedure described in subparagraph (e) (2) above.

(p) The order for the alienation of Other tokens representing currencies under an exchange agreement shall be sent (placed on the Platform) by You for the alienation of Other tokens representing currencies (the acquisition of the title of property to Fiat currency tokens or Other tokens representing currencies in exchange for Your Other tokens representing currencies) in the tokens trading. The order for the alienation of Other tokens representing currencies under an exchange agreement constitutes:

- an offer indicating the name and number of the Other tokens representing currencies alienated under the exchange agreement and indicating the name and number of the Fiat currency tokens or Other tokens representing currencies the title of property to which You want to receive as a consideration under such exchange agreement;

- the expression of will to accept the offer of another tokens trading participant, providing the transfer of the same consideration for receiving the title of property to the same Other tokens representing currencies (including in the same amount), which are indicated in Your offer in accordance with item two of this subparagraph (p).

The order for the alienation of Other tokens representing currencies under an exchange agreement shall be sent (placed on the Platform) in a manner similar to the procedure described in subparagraph (f) (2) above.

(q) The order for the acquisition of Other tokens representing currencies under an exchange agreement under Long-operation terms shall be sent (placed on the Platform) by You for the acquisition of the title of property to Other tokens representing currencies from the Company in exchange for Your Fiat currency tokens or cryptocurrency during a Long-operation. Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading).

(r) The order for the alienation of Other tokens representing currencies under an exchange agreement under Long-operation terms shall be sent (placed on the Platform) by You for the alienation of Other tokens representing currencies the title of property to which You have acquired during a Long-operation (acquisition of the title of property to Fiat currency tokens or cryptocurrency in exchange for the said Other tokens representing currencies). Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading). When executing this order the offset of the counter claims of the same kind is carried out in accordance with sub-clause 6.3.1 of this clause.

(s) The order for Borrowing and alienation of tokens shall be sent (placed on the Platform) by You for the acquisition of the title of property to the tokens which constitute the object of Borrowing “on trust” and alienation of these same tokens to the Company under an exchange agreement (in exchange for the tokens of another type) within a Short-operation. Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading).

(t) The order for the acquisition of the tokens which constitute the object of Borrowing shall be sent (placed on the Platform) by You for the acquisition of the title of property to the tokens of the same type as the tokens which constitute the object of Borrowing within the relevant Short-operation and in the quantity equal to Your Borrowing debt, in exchange for the tokens of another type the title of property to which has been acquired from the Company previously in exchange for the aforesaid tokens. If within the relevant Short-operation You do not have “tokens of another type” enough, the tokens in respect of which the Company has

carried out Reserving collateral for Borrowing shall be added to the quantity these “tokens of another type” fully or partially. Such an order shall be sent (placed on the Platform) directly to the Company (outside the tokens trading). When executing this order the offset of the counter claims of the same kind is carried out in accordance with sub-clause 6.3.2 of this clause.

According to the nature of automatic execution criterion the market orders and limit orders are distinguished as follows:

- if You choose a *market order*, We'll accept (execute) it at the best price available through (that exist on) the Platform during the acceptance (execution) of the order. Because of the volatility of prices, the actual market price at which Your order is accepted (executed) may differ from the price indicated on the Platform at the time of Your order sending (placement on the Platform). You understand that We are not responsible for any such price fluctuations. You also acknowledge and agree that price information available on the Platform may differ from prices indicated in other sources;
- if You choose a *limit order*, We'll accept (execute) it at a specific price that You have indicated in this order, or at the best price available through (that exist on) the Platform (if this price is better than the price indicated in the said order).

Such types of orders as market and limit orders shall not be applied to the functionality of the Financial Application.

6.5 You will be notified via the Platform once Your order is sent (placed on the Platform) as well as accepted (executed).

6.6 We are obliged to accept (execute) the order sent (placed on the Platform) by You, unless:

- (a) there are no sufficient funds on Your Currency.com Account;
- (b) We are not entitled to accept (execute) the order under the applicable legislation, inter alia in the sphere of preventing money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction, the regulations of the Supervisory Council of the High Technologies Park (the Republic of Belarus) and Internal control rules of the Company. You acknowledge that, unless otherwise provided by the applicable legislation, We are not obliged to provide You with reasons for not accepting (not executing) Your order;
- (c) there is lack (absence) of liquidity or liquidity shortage on the Platform in respect of the relevant tokens market;
- (d) the relevant market on the Platform is not available (is closed). The Company shall be entitled to make one or another market on the Platform unavailable (to closed it) at any time at the Company's sole and absolute discretion;
- (e) other cases stipulated in the General Conditions for Digital Tokens (Tokens) Alienation and (or) implied by these T&C.

6.7 In case of carrying out transactions with tokens of persons other than Currency Com Bel LLC, the Company shall be entitled to establish special conditions of submission and execution of orders in respect of such tokens (including in connection with implementation of these

persons' pre-emption right to acquire the said tokens, provided that this right exists) as well as special conditions in respect of the contents of these orders (inter alia in the Application).

6.8 Upon obtaining by Us an order on purchasing/selling/exchanging tokens You are not entitled to revoke (cancel) or change this order, unless otherwise provided for in these T&C the Platform's interface.

6.9 In the cases as allowed in the Platform's interface, You are entitled to establish additional conditions of the orders, which You are entitled to change or cancel unilaterally (inter alia, after making the relevant transaction and until the moment of its performance by the parties), namely:

- indicate a certain price for which You want to acquire or alienate tokens. In this case, the order shall be named as a limit order and shall be accepted/executed by the Company when the price for the relevant tokens on the Platform reaches the indicated price. Until the moment the said price is reached You shall be entitled to cancel this price by revoking (cancelling) the whole relevant order unilaterally;

- indicate by the method proposed to You the amount of Your loss as a result of changes in prices for tokens, upon the reach or exceedance of which depending on the type the Leverage-operation the tokens will be automatically alienated by You to the Company or will be automatically acquired by You from the Company under the token exchange agreement closing (terminating) the Leverage-operation with offsetting the counter claims of the same kind (the "stop-loss" condition). Application of the "stop-loss" condition (the fact of execution of the "stop-loss" condition) shall close (terminate) the Leverage-operation. Until the said amount of loss appears You may unilaterally change or cancel this condition. Using the "stop-loss" condition You agree to bear the risk of changes (fluctuations) of prices for tokens, in cases of which the "stop-loss" condition does not ensure limitation of Your loss strictly according to the amount You have indicated in the "stop-loss" condition (i.e. the amount of Your actual loss may exceed the amount stipulated in the "stop-loss" condition), so You should not fully rely on the "stop-loss" condition. This shall not be applied to the "guaranteed stop-loss" condition which in any case ensures limitation of Your loss strictly according to the amount of loss You have indicated in the "guaranteed stop-loss" condition;

- establish the "guaranteed stop-loss" condition. This condition shall be used at a charge (see subclause 9.3 of clause 9 of these T&C) and in any case (with any changes (fluctuations) of prices for tokens) ensures limitation of Your loss in respect of the relevant transaction (operation) with tokens strictly according to the amount of loss You have indicated in the said "guaranteed stop-loss" condition. Application of the "guaranteed stop-loss" condition (the fact of execution of the "guaranteed stop-loss" condition) shall close (terminate) the Leverage-operation. Unless otherwise is provided for by these T&C, You may unilaterally change or cancel the said condition before this condition "springs to action"(is actually used). Certain transactions (operations) cannot be made (carried out) on the Platform without establishing (using) the "guaranteed stop-loss" condition;

- indicate by the method proposed to You the amount of Your profit as a result of changes in prices for tokens, upon the reach or exceedance of which depending on the type the Leverage-operation the tokens will be automatically alienated by You to the Company or will be automatically acquired by You from the Company under the token exchange agreement closing (terminating) the Leverage-operation with offsetting the counter claims of the same kind (the



“take-profit” condition). Application of the “take-profit” condition (the fact of execution of the “take-profit” condition) shall close (terminate) the Leverage-operation. Until the said amount of profit appears You may unilaterally change or cancel this condition.;

- other additional conditions, accessible on the Platform (provided that they exist and expressly indicate Your possibility to change or cancel them unilaterally).

Unilateral changing the conditions of the opened Leverage-operation until it is closed (terminated) shall be carried out by the Client in the virtual window of the Platform’s interface, allowing to close (terminate) this Leverage-operation fully or partially or to change its conditions, by means of amending the relevant conditions in the virtual tab “Edit” and pressing the virtual button “Update trade”.

The functionality specified in this clause shall not be applied to the Financial Application.

6.10 On the Platform there may be established certain limits on the amount of funds You, using which You can make (carry out) a transaction (operation) with tokens or which You can deposit/withdraw in a given period, or limits on a minimum or maximum price for the tokens being acquired or alienated (hereinafter referred to as “Transactions Limits”), including those set forth according to sub-clause 5.1 of clause 5 and sub-clause 7.1 of clause 7 of these T&C. Transactions Limits may be expressed inter alia in establishing a minimum sum of money of minimum quantity of tokens, using which You can make (carry out) a transaction (operation) with tokens, or a minimum amount (volume) of a transaction (operation) with tokens, including by means of setting forth a minimum amount of the Company’s remuneration which must be paid to it in connection with making (carrying out) a transaction (operation) with tokens. Transactions Limits may vary depending on the means of deposit/withdrawal invoked by You, identification and verification steps You have actually completed, as well as other factors. The Company shall be entitled to unilaterally establish (set forth), change, and cancel Transactions Limits at its sole and absolute discretion (including to comply with the requirements of the acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus)) without sending a prior notice to You. Transactions Limits (the Company’s decisions on changing or cancelling Transactions Limits) shall enter into force and start being applied to the relations of the parties from the moment of placing the information about them on the Platform and (or) on the Website, unless another effective date and (or) the date of starting application to the relations of the parties are (is) specified in this information.

6.11 We may also impose any other conditions or restrictions upon Your use of the Services without prior notice to You (limit the number of open orders, restrict trades carried out by Clients which are the residents of certain states or reside in certain jurisdictions, etc.).

6.12 You agree that We can use the money (electronic money), tokens You deposited to Your Currency.com Account to carry out transactions on Our own behalf in Our interests and in the absence of Your order for this, in case such transactions are aimed at provision of liquidity for the purposes of performance of the obligations before the Application users (clients), as well in other cases, stipulated in the agreement between You and Company and in the acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus). The fact of use by the Company of the money (electronic money) and (or) tokens You have deposited to Your Currency.com Account shall not affect the acceptance (execution) of Your orders on the Platform and shall not affect Your ability to withdraw Your money (electronic money) and (or) tokens.

6.13 The title of property to the tokens that are the object of a transaction (operation) with them, transfers to (emerges on the side of) their acquirer from the moment such a transaction (operation) is made (carried out).

6.14 You agree that Your orders, depending on their amount (volume), may be executed in parts, and the price at which they will be executed in parts may differ from the price for tokens that you see on the Platform when submitting the orders.

6.15 You agree that for technical reasons not all types of orders provided for in this clause may be available to You (including if they have not been introduced into the Platform yet).

## **7. WITHDRAWAL OF FUNDS**

7.1 You can withdraw Your funds (in the form of money, electronic money, tokens) from your Currency.com Account to the External Accounts at any time by submitting the relevant order to Us (in case this withdrawal type is supported by Us on the Platform).

The withdrawal of money, electronic money is carried out by way of selling of Your tokens that are accounted for You and the following transfer to Your current (settlement) bank account, electronic wallet.

The withdrawal of money or electronic money when using the Financial Application shall be carried out by transferring Your money or electronic money within the sum accounted for You on Your Account from the current (settlement) bank account or the e-wallet respectively of the Company to Your External Account.

For the withdrawal of money, electronic money, You fill in and submit an order for the sale of Fiat currency tokens accounted for You on Your Account.

For the withdrawal of money or electronic money when using the Financial Application You shall fill in and submit an order for money (electronic money) withdrawal.

Tokens are withdrawn by transferring tokens from the address (identifier) of the virtual wallet of the Company to Your address (identifier) of the virtual wallet. In this case, unless otherwise provided in this sub-clause, tokens shall be deemed to be transferred if the operation (transaction) on their transferring in the relevant blockchain has become publicly observable and has obtained at least one confirmation in the relevant blockchain network.

The cryptocurrency Ripple shall be deemed to be transferred if the operation (transaction) on its transferring in the relevant blockchain has become publicly observable.

The Company shall be entitled to unilaterally establish (set forth), change, and cancel the minimum limits on withdrawing funds in relation to certain methods of withdrawal with communicating (bringing) them to You through the Platform and (or) the Website (such limits may be necessary inter alia under the requirements of payment service providers). These limits (the Company's decisions on changing or cancelling them) shall enter into force and start being applied to the relations of the parties from the moment of placing the information about them on the Platform and (or) on the Website, unless another effective date and (or) the date of starting application to the relations of the parties are (is) specified in this information. Funds in

the amount that is less than the minimum limit cannot be withdrawn by You with the use of the method of withdrawal in respect of which the relevant limit has been established (inter alia, the relevant order for the sale of Fiat currency tokens shall not be not subject to acceptance by the Company).

7.2 We shall withdraw Your funds to Your External account within three Business Days after receiving the respective demand (order) from You. However, We shall be entitled to reject (refuse), restrict or suspend withdrawal of funds from Your Currency.com Account in case We are entitled or obliged to do this in accordance with applicable legislation, inter alia in the sphere of prevention of money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction, and in accordance with regulations of the Supervisory Council of the High Technologies Park (the Republic of Belarus) and Internal control rules of the Company (including in the cases provided for in sub-clause 5.7 of clause 5 of these T&C), in particular, if We have reasonable suspicions that You are engaged in money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction, fraud, or any other illegal activity. We shall be entitled not to permit (not to carry out) withdrawal of funds from Your Currency.com Account until You successfully pass the enhanced customer due diligence procedures, which We are entitled or obliged to perform.

7.3 We shall be entitled at our sole and absolute discretion not to provide the opportunity to withdraw money and (or) electronic money (inter alia, depending on the country, the resident of which You are and (or) on the account in the bank of which country You are going to accept the payment)<sup>2</sup>.

## **8. ABANDONED ACCOUNTS**

8.1 A Currency.com Account that has not been used (i.e. You have not made (carry out) transactions (operations) on the Platform) for more than six months may be qualified by the Company as abandoned.

8.2 Abandoned Currency.com Accounts may be deactivated (closed) by the Company. You will receive an e-mail notification fifteen days prior to the Currency.com Account deactivation (closing).

8.3 If You receive the said notification on Your Currency.com Account deactivation (closing) and there are funds accounted for You on it, You shall be obliged to withdraw the remaining funds no later than within fifteen days after the said notification has been sent to You.

8.4 In case You do not carry out withdrawal of funds within the said time period, the Company shall be entitled inter alia to perform the actions provided for in sub-clause 2.3.6 of clause 2 of these T&C.

## **9. REMUNERATION OF THE COMPANY**

9.1 You agree to pay the Company the remuneration for the Services in accordance with these T&C (hereinafter, unless otherwise is provided for, referred to as “Fees and charges”). The amounts of the Fees and charges shall be communicated (brought) to You via the Platform and (or) the Website and may be changed by the Company at any time unilaterally (at its sole and

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<sup>2</sup> For example, this may concern the offshore jurisdictions.

absolute discretion). The amounts of the Fees and charges (including amended ones) in the relevant sizes shall enter into force and start being applied to the relations of the parties from the moment of their placement on the Platform and (or) on the Website. Certain types of Fees and charges shall be introduced and cancelled in the same order. The amounts of the Fees and charges may also be specified in these T&C.

Remuneration of the Company when using the Financial Application shall be already included in the price of the tokens acquired and alienated (this remuneration has the form of spread) and the Company shall not charge any separate Fees and charges in respect of the transactions carried out by the Clients with the use of the Financial Application. Upon depositing and withdrawing funds by the Clients the Company is entitled to deduct from the Clients the sums of compensation of the Company's costs for the services of banks and other payment service providers.

9.2 The Company shall collect the Fees and charges (except for the Financial Application) by means of withholding (writing-off) them from (out of) Your funds held by the Company and accounted for You on Your Currency.com Account at the time of acceptance (execution) of Your relevant order, unless otherwise is set forth by the Company.

For the purposes setting forth the amounts of the Fees and charges basis points (BPS) may be used. 1 BPS is equal to 0.01% or 0.0001 in the decimal form.

In case a transaction on the Platform is carried out with participation of two Company's clients the relevant Fees and charges are collected from each of them (from the amount of each client's consideration under the transaction).

9.3 In return for the Services the Company shall collect the following Fees and charges (in tokens and/or in money or electronic money – at the Company's sole and absolute discretion) (these Fees and charges shall not be applied to the Financial Application):

(a) the exchange fee (the trading without Leverage fee). This fee is charged as a certain percentage of the amount (volume) of each tokens purchase and sale or exchange transaction carried out without Leverage, except for purchase and sale of Fiat currency tokens.

Inter alia, the exchange fee (the trading without Leverage fee) is charged for making transactions with:

Companies tokens in respect of transacting in these tokens on secondary market (in respect of alienation of these tokens to their first owners in the manner of placing this fee shall not be charged), unless otherwise is set forth by the Company (on the Platform and (or) on the Website or otherwise);

Tokenised bonds. Unless otherwise is set forth by the Company, this fee is charged in the form of a certain percentage of the amount (volume) of each sale and purchase or exchange transaction in respect of Tokenised bonds;

(b) the trading fee (leverage) (the trading with the use of Leverage fee). This fee depends on the type of the Tokenised assets and is charged as a certain percentage of the amount (volume) of each tokens purchase and sale or exchange transaction carried out with the use of Leverage;

(c) the funding fee. This fee is charged in accordance with market rates<sup>3</sup> for:

(i) each 8 hours of Your possession of the title of property to the cryptocurrencies Bitcoin and Ethereum (if the prices for them are expressed in the Fiat currency tokens USD.cx or EUR.cx – the markets “Bitcoin/USD”, “Ethereum/USD”, “Bitcoin/EUR” and “Ethereum/EUR” of the Platform), that have been acquired under Long-operations and have not been fully paid for, as well as for each 8 hours of existence of Your Borrowing debt to the Company under Short-operations, where the cryptocurrencies Bitcoin and Ethereum (if the prices for them are expressed in the Fiat currency tokens USD.cx or EUR.cx – the markets “Bitcoin/USD”, “Ethereum/USD”, “Bitcoin/EUR” and “Ethereum/EUR” of the Platform) are the object of Borrowing;

(ii) each day of Your possession of the title of property to the tokens that have been acquired under Long-operations and have not been fully paid for, and for each day of existence of Your Borrowing debt to the Company under Short-operations (except for the cases provided for in sub-clause (c) (i) of this clause);

(d) the withdrawal commission (fee) in respect of the Tokenised assets and other tokens created and placed by the Company. This fee is charged as a certain percentage of the price (quantity) of the Tokenised assets and other tokens created and placed by the Company that are withdrawn into the blockchain;

(e) the variable withdrawal fee. This fee is charged to cover the withdrawal costs of tokens associated with the use of a particular blockchain (inter alia, costs for miners’ remuneration);

(f) additional withdrawal fee. This fee may be charged in the following situation. If the Client has obtained from the Company a bonus in connection with creation of his Account on the Platform, the Company in case of receiving the Client’s a demand on withdrawing funds shall be entitled (at its sole and absolute discretion) to withhold from the amount of the Client’s funds, accounted for him on his Account, the additional withdrawal fee in the amount of the difference between the amount of the said bonus and the amount (the quantity) of other Fees and charges, which have been actually paid by the Client to the Company before the moment of receiving the said demand from him, and the quantity of funds, which remain accounted for the Client on his Account. In case of insufficiency of the funds, accounted for the Client on his Account, for withholding the amount of the said commission to the full extent, this withholding shall be carried out in respect of the funds which are actually present (including the finds demanded by the Client to be withdrawn);

(g) the fees for listing tokens on the Platform, for creation and placement of tokens. The amounts of these fees shall be determined in each particular case;

(h) “guaranteed stop-loss” condition fee (the GSL fee). This fee is charged in the situation when an order with the “guaranteed stop-loss” condition is executed provided that this condition is actually used while executing the said order. This fee is charged in the form of a certain percentage of the amount (volume) of the relevant transaction (operation). If this commission is charged but the “guaranteed stop-loss” condition does not “spring to action” the sum of this commission will be refunded to You;

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<sup>3</sup> Market rates shall be calculated by the Company using software automatically on the basis of a number of parameters (interbank rates, data from quote flow providers, etc.). In respect of different tokens that are objects of Leverage-operations market rates may vary. Market rates shall be communicated to the Client through the Platform and (or) the Website and shall be amended according to the procedure specified in these T&C in respect of the Fees and charges.

(i) the offshore fee (is charged if withdrawals of money and (or) electronic money to the offshore jurisdictions are permitted by the Company). This fee is charged for withdrawal of money or electronic money by means of transferring money to the Client who (which) is a non-resident of the Republic of Belarus registered in the offshore jurisdiction or to another person pursuant to this person's obligation before the said Client, or to the account opened in the offshore jurisdiction, or by means of transferring electronic money to the electronic wallet of the said Client. This fee is charged in the form of a certain percent of the sum (quantity) of money or electronic money being withdrawn, by means of withholding of the said fee from this sum (quantity);

(j) other Fees and charges arising from these T&C and/or provided for on the Platform and (or) on the Website.

9.4 You acknowledge, that when using the Services You may be subject to certain fees charged by third-party providers (due to be paid to them) (hereinafter referred to as "Third-Party Fees"):

(a) You may be charged fees by the External Accounts You use to deposit funds;

(b) You bear all costs for recording (confirming) transactions (operations) in the blockchain network, including expenses for paying remuneration to miners, as well as expenses for paying fees to banks and other executors of payment services (unless otherwise expressly provided for in the agreement and / or on the Website (Platform)). Inter alia you shall bear the costs connected with carrying out depositing and withdrawing funds (including by the use of bank payment cards or bank transfer) and pay the Company the sums of the relevant expenses (including in the form of deposit commission (fee) and withdrawal commission (fee)). The Company shall be entitled to withhold (unilaterally deduct) the relevant sums from the sum (quantity) of the Your money, and (or) electronic money and (or) tokens (at the Company's sole and absolute discretion) that are held by the Company.

We are not responsible for Third-Party Fees You may incur. Third-Party Fees will not be reflected on the transaction screens containing information regarding Your transactions in the Application. You are solely responsible for paying any Third-Party Fees.

9.5 Any right to conclude a contract with the Company (that arises on the Client's side in connection with providing by the Company the relevant irrevocable offer or undertaking by it an obligation to conclude the relevant contract) shall be provided to the Client by the Company at a charge, and the Company's consideration for providing this right shall be included in the Fees and charges paid by the Client to the Company under these T&C.

9.6 The Company shall not pay interest for using Your money, electronic money, tokens, including in respect of the amounts of Margin for Long-operations (Prepayment) and Margin for Short-operations (Collateral for Borrowing) (unless otherwise is expressly set forth in the agreement between the Client and the Company).

## **10. NO INVESTMENT AND OTHER ADVICE**

10.1 The Company does not advise You on the merits of any particular transactions with tokens or their taxation consequences. By using the Platform and the Website, You represent that You have been, are, and will be solely responsible for making Your own independent appraisal and

investigations into the risks of any transaction (operation) made (carried out) by You on the Platform. You represent that You have sufficient knowledge, market sophistication, professional advice and experience to make Your own evaluation of the merits and risks of any transaction (operation) with tokens. The Company gives You no warranty related to transactions (operations) with tokens made (carried out) by You on the Platform.

10.2 You agree that the Company is not responsible for determining whether or which taxes apply to Your transactions (operations) with tokens. You further agree that You are solely responsible for reporting and paying any taxes arising from Your transactions (operations) with tokens on the Platform, unless otherwise is provided for by the legislation of the Republic of Belarus.

10.3 On the Platform and (or) on the Website there may be placed information about news related to the tokens markets (including Tokenised assets), securities markets, commodities markets, derivatives markets, changes of stock indices and currency rates, other data of financial character, as well as advertisement of tokens (including those created and placed by the Company on its own behalf or on behalf of other persons). All such information, data and advertisement are placed for informative or advertisement purposes only and do not present (shall not be qualified) as pieces of advice which may incite (invite) You and (or) other persons to acquire or alienate specific tokens (tokens of specific types). Unless otherwise is provided for by the legislation of the Republic of Belarus, the responsibility for reliability of the said information, data and advertisement is carried by their authors. All the decisions entailed Your making (carrying out) transactions (operations) with tokens are taken by You at Your inner conviction based on a full-fledged analysis of the circumstances of taking such decisions with allowance for the existing risks as well as on the basis of assessment of possible consequences of the said decisions.

## **11. PRIVACY POLICY**

11.1 We process all the data We receive from You within the registration and identification (verification) process or while using the Application in strict compliance with Our Privacy Policy, which is the integral part of these T&C. By accepting these T&C You agree to Our Privacy Policy.

11.2 We do not collect any personal data about visitors of the Website, except for cookies, collection and further processing of which is governed by a separate Cookies Policy.

11.3 By accepting these T&C in the ways described above, You agree to the processing of Your personal data in accordance with the Privacy Policy in order to comply with these T&C and other related purposes in any way that We deem necessary to apply.

## **12. GRANT OF LICENCE / INTELLECTUAL PROPERTY**

12.1 Exclusive rights to the Platform as well as to other objects of intellectual property which are present (placed) on the Platform and (or) on the Website are possessed by the Company or by its licensors. In accordance with these T&C the Company gives You permission to use the Platform and the Website on the terms of a non-exclusive licence. This permission from the date of conclusion of these T&C is given to You in order to use the Application and the Website by means necessary for performance of these T&C, for the effective term of these T&C and

within the territories of the Republic of Belarus and other countries provided that this does not contradict to the acts of legislation of these countries.

The price (fee) for giving the aforesaid licence (the aforesaid permission to use the Platform and the Website) shall be included in the Fees and charges paid by You to the Company under these T&C.

12.2 Except as otherwise explicitly provided in these T&C or as may be expressly permitted by applicable law or the Company, You are not permitted to, and You are obliged not to permit or authorize others to:

(a) copy, modify, adapt, reverse engineer, create derivative works from the Application, the Website (including its content) or any part thereof, or any copy, adaptation, transcription, or merged portion of them;

(b) decode, disassemble, decompile or otherwise translate or convert the Application, the Website (including its content);

(c) distribute, publicly display and broadcast the Application or the Website's content;

(d) pledge, sell (otherwise alienate), transfer, loan, lease, assign, rent, or otherwise sublicense the Application, the Website's content or Your right of access to the Application;

(e) use the Application, the Website (including its content) for any purpose other than Your personal use;

(f) remove, alter, or obscure any copyright, trademark, attribution and any other proprietary notices from the Application or the Website's content.

12.3 The licence granted under this clause shall automatically terminate if We suspend or terminate Your access to the Services (in particular, deactivate (close) Your Currency.com Account).

### **13. PLATFORM USE RESTRICTIONS**

13.1 It is Your sole responsibilities to ensure that at all times while using the Application or the Website You comply with the laws that govern You and that You have the complete legal right to use the Application or the Website. Any use of the Application and the Website is at Your sole option, discretion and risk. By using the Application, You acknowledge that You do not find the Services to be offensive, objectionable, unfair, or inappropriate in any way. It is Your responsibility to verify that You are permitted to use and access the Application according to the jurisdiction of Your domicile or any country in which You may be located.

13.2 As a condition of Your use of the Application and the Website (where applicable), You warrant and undertake that You shall not use or access the Application and the Website for any unlawful purpose under any law that is applicable to You or that is prohibited by or in breach of these T&C. In particular (and in addition to all other representations and warranties set out in these T&C), You warrant (represent, agree) as a condition of use of the Application and the Website that:



- (a) You are at least 18 years old and of a legal age in Your jurisdiction to form a binding contract;
- (b) You are using the Application and Content solely for Your own personal or internal business use;
- (c) You are acting in Your own legal capacity (on Your own behalf) and not on behalf of another person (with the exception of duly authorized (empowered) representatives, inter alia of a Client which is a legal entity);
- (d) You are not a citizen (national) of a country which is included by the Company in the list of Prohibited Jurisdictions, do not reside in such a country, are not registered in it (for a Client which is a legal entity) as well as Your beneficial owners are not citizens (nationals) of such a country and do not reside in it (for a Client which is a legal entity);
- (e) You have full power and authority to enter into these T&C and in doing so will not violate any other agreement to which You are a party;
- (f) You will not conduct criminal or other unlawful activities through the Application, including but not limited to, money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction, fraud, or any other crime;
- (g) You do not use the Application to evade, avoid, or circumvent any applicable laws, including but not limited to the legislation in the sphere of prevention of money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction, as well as for carrying out fraud or other illegal activity;
- (h) You shall not use the Application if any applicable laws prohibit, penalize, sanction, or expose Us to liability for the Services provided to You;
- (i) You do not use the Application for money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction;
- (j) You do not use any insider information about tokens in a unscrupulous (illegal) way and do not manipulate the prices for tokens within Your usage of the Application;
- (k) You shall not allow other persons to use Your Currency.com Account (with the exception of Your duly authorized (empowered) representatives, inter alia if You are a Client which is a legal entity);
- (l) You will not solicit or in any way seek to obtain any information, including personally identifiable information, relating to other users of the Application or visitors of the Website;
- (m) You will not intercept or monitor, damage or modify any communication which is not intended for You;
- (n) You will not upload or distribute any software program, file or data that contains viruses, spiders, robots, worms, trojan-horse or any code or orders which are corrupted or may negatively affect the operational performance of the Application or the Website;

(o) You will not impact or attempt to impact the availability of the Services or operation of the Website, with a denial of service (DOS) or distributed denial of service (DDoS) attack or use the Application or the Website in a way that could damage, disable, overburden, or impair its functioning;

(p) You will not attempt to modify, decompile, reverse-engineer or disassemble the Application or the Website in any way;

(q) You will not initiate and/or engage in surveys, contests, chain letters or post/transmit "junk mail", "spam" or any unsolicited mass dissemination of email against (or relating to) Us, users of the Application or visitors of the Website;

(r) You will not interfere with, disrupt, negatively affect or inhibit other users from enjoying the Application or the Website;

(s) You will not submit, post, upload or grant Us access to any information or material that infringes third party's Intellectual Property Rights;

(t) You will not encourage or promote any activity that violates these T&C.

13.3 In case of suspicion of money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction, fraud, or other activities that may violate any applicable law, acts of the the Supervisory Council of the High Technologies Park (the Republic of Belarus) or these T&C, We reserve the right to report all the necessary information to the relevant authorities, including without providing You with notice of such report.

13.4 The Company may, at its sole and absolute discretion, transfer to all or certain persons, who has created Accounts on the Platform (the clients), the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis in the cases and amounts specified by the Company at its sole and absolute discretion, unless otherwise provided by these T&C. To refer to the tokens, the title of property to which is transferred on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis, the word "bonus" may be used.

## **14. RESPONSIBILITY FOR THE USE OF THE APPLICATION**

14.1 You are responsible for restricting access to the Application installed on Your device and ensuring the security of Your Currency.com Account. In particular, You should always keep safe the passcode You created when registering Currency.com Account and immediately notify Us in case You suspect that You have not authorized certain actions which were performed under Your Currency.com Account.

14.2 You are responsible and liable for all activities that take place through the Application installed on Your device, whether or not You are the individual who undertakes such activities. You confirm that any orders made in Your Currency.com Account are expressions of Your will and result of Your actions.

14.3 We will not be liable for any loss that You may incur as a result of someone else using the Application installed on Your device, either with or without Your knowledge. In addition,

You may be held liable for any losses incurred by Us or another party due to someone else using the Application installed on Your device.

## **15. DISCLAIMERS AND LIABILITY**

15.1 We shall exercise reasonable skill and care in Our provision of Services to You. The Company shall be liable only for intentional non-fulfillment (improper fulfillment) of these T&C.

15.2 Inter alia, unless otherwise is provided by the legislation of the Republic of Belarus and the agreement concluded between You and the Company, the Company shall not be liable to You:

15.2.1 for any damage, loss of data, loss of profits, loss of reputation and goodwill or loss of business opportunity arising under or in connection with these T&C, whether arising out of negligence, breach of these T&C, misrepresentation or otherwise;

15.2.2 for the content displayed via the Application or the Website (see sub-clause 15.7 of this clause for more details);

15.2.3 for the losses You incurred due to purchase and sale of cryptocurrency via the Application (see clause 3 of these T&C for more details);

15.2.4 for any damages or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect Your device, or any phishing, spoofing, malicious security breaches, targeted hacking attacks or other attacks. We advise the regular use of a reputable and readily available virus screening and prevention software;

15.2.5 for any non-fulfillment (improper fulfillment) of these T&C by reason of the circumstance of insuperable force (under which emergency and unavoidable under the relevant conditions circumstances shall be understood, i.e. natural disasters);

15.2.6 for any non-fulfillment (improper fulfillment) of these T&C if it has been entailed by the application of legal acts binding upon the Company;

15.2.7 for the unauthorized use of Your Currency.com Account by third parties if this use has not been arisen because of (entailed by) the Company's intentional fault;

15.2.8 for any changes in the market (in particular, fluctuations of price for cryptocurrency) taking place after You send order on the Platform;

15.2.9 for the interruptions in the operation of the Application and (or) the Website (including in connection with carrying out modernization and other works in respect of them).

**15.3 IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE FEES AND CHARGES PAID BY YOU TO US DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.**

15.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW OF THE REPUBLIC OF BELARUS, THE APPLICATION, THE WEBSITE AND CONTENT ARE PROVIDED TO YOU "AS IS" AND WE PROVIDE YOU WITH NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESSED OR IMPLIED, REGARDING THEIR QUALITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, FITNESS FOR PURPOSE, COMPLETENESS OR ACCURACY. We do not make any representations or warranties that access to the Services or the Website, or any of the Content contained therein, will be continuous, uninterrupted, timely, error-free and will meet Your requirements.

15.5 YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

15.6 We will make reasonable efforts to ensure that Your orders within the Application are processed in a timely manner but We make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of Our control.

15.7 You agree that the Content displayed via the Application or the Website is provided for information purposes only and You must evaluate, and bear all risks associated with, the use of such Content, including any reliance on the accuracy, completeness, or usefulness of such Content. We shall not be responsible or liable for any trading or investment decisions You make based on such Content. We do not guarantee the accuracy, completeness, or usefulness of the Content displayed via the Application or the Website.

15.8 When using the Application or the Website, You may view content provided by third parties, including links to web pages of such parties (hereinafter referred to as "Third-Party Content"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable.

15.9 Nothing in these T&C will limit Our liability for death or personal injury resulting from Our negligence.

15.10 You hereby acknowledge and agree that all disclaimers and exclusions of liability contained in these T&C represent a fair and reasonable allocation of the risks and benefits of these T&C, taking all relevant factors into consideration. You further agree that these disclaimers and limitations shall be enforceable to the extent permitted by applicable law.

15.11 The Company is liable to You only for the deliberate failure (improper performance) of the provisions of these T&C. In this case, the Company is obliged to compensate You for the losses You incur in full, unless otherwise provided by the legislation of the Republic of Belarus.

15.12 In case of non-fulfillment (improper performance) of the provisions of these T&C by You, You are obliged to compensate the losses incurred to the Company (including reimburse the Company for the amount of liability measures applied to it in a foreign country in connection with the conclusion and (or) execution of these T&C under the conditions the provision of false assurances by You. The company has the right to fully or partially withhold the amount (amount) of losses caused to it from the amount (amount) of money counted for You, electronic money, tokens held by the Company.

15.13 The basis for exemption from liability for non-performance (improper execution) of these T&C for You is the presence of force majeure circumstances (by which the Parties understand the emergency and unavoidable circumstances under the given conditions, i.e. natural disasters), and for the Company – the absence of its intentional guilt.

## **16. LINKS TO WEBSITES**

16.1 The Application or the Website may, from time to time, contain links to websites, which are outside of Our control and are not covered by these T&C. If You access the websites using the links provided, You will have to comply with relevant terms and condition of such websites. We do not accept any responsibility or liability for using the services provided on the websites, which You may access through links contained in the Application or the Website.

16.2 The operators of these websites may collect information from You, which will be used by them in accordance with their privacy policy, which may differ from Ours. We do not accept any responsibility or liability for these policies. Please check these policies before You submit any information to these websites.

16.3 We are providing the links to websites to You only as a convenience, and the inclusion of any link does not imply endorsement by Us of its operators.

16.4 The cost of Tokenised assets, cryptocurrencies, the cost of one type of Fiat currency tokens relative to the cost of another type of Fiat currency tokens, the cost of Other tokens representing currencies relative to the cost of Fiat currency tokens are based on data provided to Us by third parties, and (or) on the basis of the real supply and demand for the relevant tokens, established on the Platform.

16.5 Unless otherwise provided by these T&C, the cost of one type of Fiat currency tokens relative to the cost of another type of Fiat currency tokens, the cost of Other tokens representing currencies relative to the cost of Fiat currency tokens are generated on the Platform on the basis of data on the cost of the relevant currency relative to the value of another currency obtained from the LMAX Exchange Group websites (lmax.com).

16.6 The cost of cryptocurrency in the Platform is formed on the basis of data on the cost of cryptocurrency from websites of Bitstamp Ltd (bitstamp.net), BFXWW Inc. and BFXNA Inc. (bitfinex, com), GAIN Capital Holdings Inc (gaincapital.com), and (or) on the basis of the real supply and demand for the relevant cryptocurrencies, established on the Platform.

16.7 The cost of Tokenised assets on the Platform is formed on the basis of data on the value of assets that the Tokenised exchange assets represent, obtained from the websites of Thomson Reuters and/or from the providers of such information chosen by Us at Our sole and absolute

discretion, and (or) on the basis of the real supply and demand for the relevant tokens, established on the Platform.

16.8 We receive data on the official exchange rate of the Belarusian ruble to foreign currencies from the website of the National bank of the Republic of Belarus ([www.nbrb.by](http://www.nbrb.by)). If the client uses Fiat currency tokens representing Belarusian ruble for transactions with Tokenised assets, cryptocurrencies, which are quoted in currencies other than the Belarusian ruble value of the Fiat currency tokens representing Belarusian ruble is converted into the currency of quotation of the corresponding Tokenised asset, cryptocurrency at the official rate of the National bank of the Republic of Belarus.

16.9 When acquiring (alienating) Tokenised assets, the cost of which is expressed in certain type of Fiat currency tokens (hereinafter referred to in this sub-clause as “tokens No. 1”), for another type of Fiat currency tokens or Other tokens representing currencies (hereinafter referred to in this sub-clause as “tokens No. 2”), the cost of such Tokenised assets is determined by the expression of the cost of the currency represented by tokens No. 2 in the currency represented by tokens No. 1.

16.10 You acknowledge that You are notified that the actual cost of tokens on the Platform may differ from the cost presented in the sources specified in sub-clauses 16.5-16.9 of this clause (including based on the real supply and demand for the relevant tokens, established on the Platform).

## **17. ENFORCEMENT MEASURES**

17.1 Notwithstanding the provisions of sub-clause 5.7 of clause 5 of these T&C, the Company, without any liability to You shall be entitled to: (i) refuse to complete, block, cancel or suspend (recommence) performance of a transaction (operation) You have made (are carrying out) on the Platform or return the parties (the situation) in the position that has been before this transaction has been made (the operation has been opened), and (or) (ii) suspend, restrict or terminate Your access to the Platform on the whole or to certain of its functionalities and features (functions), and (or) (iii) prohibit You using and (or) disposing of funds accounted for You on Your Currency.com Account (freeze (block) the funds), and (or) (iv) deactivate (close) Your Currency.com Account or cancel (suspend) its creation, and (or) (v) prohibit You to make (carry out) transactions (operations) with tokens on the Platform, or block You financial transactions (operations), and (or) (vi) unilaterally and extrajudicially refuse to perform these T&C or the agreement concluded between the You and the Company, specified in sub-clause 2.1.1 of clause 2 of these T&C, on the whole, and (or) (vii) Suspend Your Currency.com Account, and (or) (viii) withhold (seize) from the funds, accounted for You on Your Currency.com Account, the amount of Your unjustified enrichment (calculated by the Company at its sole and absolute discretion), including but not limited to where:

(a) We are obliged to do so by the legislation or the acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus) as well as by the legal act of court or other authority (organization) which is binding upon Us;

(b) We suspect You of acting in breach of (non-compliance with) these T&C;

(c) We have concerns that a transaction is erroneous or about the security of Your Currency.com Account or We suspect the Services are being used in a fraudulent or other illegal manner;

(d) We suspect, that You are using any insider information about tokens or are manipulating prices for tokens when using the Application;

(e) We suspect money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction, fraud, or another transgression of the law, in particular, but not limited to cases, when You are repeatedly making transactions (operations) We consider suspicious;

(f) if the funds have been deposited not from the External accounts You have linked to Your Currency.com Account;

(g) use of Your Currency.com Account is subject to any investigation, litigation, or other government proceeding, and (or) We have found out a heightened risk of violation of legislation associated with the activity on Your Currency.com Account;

(h) You offer (intend) to make (carry out) a transaction (operation) with tokens through the Platform with types of tokens, which are based on the principle of complete anonymization of transactions (operations) made (carried out) with them;

(i) You are planning (offering) making settlements on a single transaction (operation) with tokens for an amount in excess of 2000 basic values, not through a bank transfer or transfer of electronic money;

(j) if according to the results of the use of the software (the right to use the software), which performs the generalization and analysis of Your use of addresses (identifiers) of virtual wallets (including allowing to determine the trading platforms where Your addresses (identifiers) of virtual wallets have been used, the addresses (identifiers) of virtual wallets of Your counterparties (potential clients), the connection of Your addresses (identifiers) of the virtual wallets (potential clients) with other addresses (identity identifiers) of virtual wallets, etc.), as well as assessing the risk of using addresses (identifiers) of virtual wallets to carry out illegal activities (participation in them), or services of other persons (contractors) on the said generalization, analysis and assessing, upon making (carrying out) transactions (operations) with tokens there have been found out a high degree of risk of using Your address (identifier) of a virtual wallet to carry out money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction;

(k) You have not provided a documentary confirmation of the source of origin of Your funds (including tokens), the title of property to them, Your rights to External Accounts as well as a documentary confirmation of the source of Your wealth requested by Us;

(l) You have used and (or) are using drawbacks in the Platform, or operational incidents on Our side (including technical failures (errors) on the Platform), or Corporate actions, or otherwise in bad faith have used and (or) are using the Platform for making profit (generating income). Inter alia (not exclusively) the following activities (actions) shall be qualified as using the Platform in bad faith: (i) carrying out “oppositely directed” (“mirror”) Leverage-operations (i.e. Long-operations and Short-operations) within one market, opened with insignificant time

difference and (or) difference in prices for tokens on one and the same device and (or) from one and the same IP-address but with the use of different Currency.com Accounts (created in the name of different persons), including those aimed at for making profit (generating income) from application of functions (opportunities) of the Platform; (ii) performing actions, coordinated between (among) different clients, aimed at making profit (generating income) out of (from) application of such functions (opportunities) of the Platform as the negative balance protection and the “guaranteed stop-loss” condition, as well as other actions aimed at making profit (generating income) out of (from) application of functions (opportunities) of the Platform not in accordance with the purposes of such functions (opportunities); (iii) making transactions (carrying out operations) with tokens, if the Platform indicates and anomalous price for tokens (i.e. the price for tokens which does not expressly correspond to the current market price for them), including in the circumstances of Corporate actions. Profit made (income generated) in the manner described in this sub-clause shall be qualified as Your unjustified enrichment (since gaining (obtaining) it is not based on the legislation or a transaction) which is subject to be returned to Us or other persons affected;

(m) in other cases provided for in these T&C.

17.2 If the Company decided to return to You the money, electronic money, tokens, received from You by the Company, including, but not exclusively, for the reasons indicated in sub-clause 17.1 of this clause, the Company will reimburse its costs of such a return and consideration of the application from Your funds by withholding such compensation.

17.3 If We take any measures mentioned in sub-clause 17.1 of this clause We will generally provide You with notice of Our actions and reasons for taking such actions and where appropriate, with the procedure for correcting any factual errors that led to them. We will not communicate to You the reasons for such measures in case it would be unlawful for Us to do so under any applicable law or such decision is based on confidential criteria that are essential to Our risk management and security policies.

17.4 By using the Application, You confirm (acknowledge) the possibility of applying (agree with applying) to You enforcement measures specified in this clause and in other provisions of the agreement concluded between You and the Company, as well as provided for in legislation.

## **18. INDEMNITY**

18.1 You agree to fully indemnify, defend and hold harmless Us and Our shareholders, directors, employees, officers, licensees, licensors, affiliates and subsidiaries from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees, fines and penalties of regulatory authorities, and any other charges whatsoever, however caused, that may arise as a result of:

(a) Your breach of these T&C (including any warranties contained herein), in whole or in part;

(b) violation by You of any act of legislation (including of a foreign state) or any third party rights, including Intellectual Property Rights;

(c) exercising of Our rights under these T&C, including, but not limited to, actions We are entitled to undertake in accordance with clause 17 of these T&C (rejection or partial fulfilment



of Your orders, suspension or restriction of Your access to Currency.com Account, blocking or suspending withdrawal of funds, etc.);

(d) use by You of the Application and the Website or use by any other person accessing the Application installed on Your device or accessing the Website via Your device, whether or not with Your authorisation.

## **19. APPLICABLE LAW AND DISPUTE SETTLEMENT PROCEDURE**

19.1 The legislation of the Republic of Belarus shall apply to the relations between the parties arising out of the Terms. In this case, the material, not collision, norms of law shall be applied.

19.2 If a dispute arises between the parties from the Terms prior to its submission for consideration to the dispute settlement body provided for in the Terms, it shall be mandatory to follow the claim procedure for dispute settlement provided for in the Terms.

19.3 Claims shall be sent:

19.3.1 by You – from Your e-mail address specified by You at the time of creation of the Account to the e-mail address support@currency.com or other e-mail address communicated by the Company (specify “Claim. For the Legal Team” in the title of the letter) with the scanned image of the paper claim signed by You or your representative attached to the letter (if the claim is signed by the representative, the attachment of a scanned image of the document confirming the representative’s authorities shall be mandatory);

19.3.2 by the Company – to Your e-mail address, specified by You at the time of creation of the Account.

19.4 The parties also have the right to send their signed paper claims (by registered mail with delivery receipt or by the correspondence delivery services, such as EMS, DHL or UPS) to each other’s addresses of residence (location) (with certified copies of documents confirming the representative’s authorities, if the claim is signed by the representative).

19.5 Claims shall contain:

19.5.1 surname, given name (first name), patronymic (name) of the claimant and a person (persons), to whom the claim is sent (the claimee), their place of residence (place of temporary residence) or location;

19.5.2 date of filing the claim;

19.5.3 circumstances on the basis of which the claim is filed;

19.5.4 specific well-reasoned demands of the party with reference to the provisions of the Terms, as well as the norms of the legislation of the Republic of Belarus;

19.5.5 the amount of the claim and its calculation, if the claim is subject to monetary evaluation.

19.6 The claim cannot be subject to consideration if:

19.6.1 it is not sent in accordance with these Terms;

19.6.2 its content does not correspond to these Terms.

19.7 The response to the claim shall be sent within 30 days from the date of its receipt in the manner specified in these Terms.

19.8 If the dispute arisen has not been settled in the claim procedure, it shall be submitted for consideration:

- if You are a citizen or a legal entity of the Republic of Belarus, – to the court at the location of the Company, determined in accordance with the legislation of the Republic of Belarus;

- if You are is a foreign citizen, stateless person, foreign or international legal entity or foreign organization, which is not a legal entity, – to the International Arbitration Court of the Belarusian Chamber of Commerce and Industry (BelCCI) (the Republic of Belarus, the city of Minsk). Arbitration clause:

“All disputes, disagreements or claims that may arise from or in connection with the Terms, including those related to their conclusion, change, termination, performance, invalidity or interpretation, shall be considered in the International Arbitration Court of the Belarusian Chamber of Commerce and Industry (BelCCI) (the Republic of Belarus, the city of Minsk) in accordance with its regulations.”.

19.9 The parties shall have the right to settle a dispute arising out of the Terms by using mediation in accordance with the legislation of the Republic of Belarus.

## **20. FEEDBACK**

20.1 If the Client sends to the Company by e-mail or otherwise information which presents (includes) an object of intellectual property created by the Client (or in respect of which the Client possesses the exclusive right), it shall be deemed that from the moment of receiving this information by the Company the Client alienates (yields) to the Company the exclusive right to the said object on a non-reimbursable (without consideration) basis (inter alia permits the Company and (or) persons determined by the Company to use the said object by any means, including making any modification of it, both with indicating the author’s name and without such indicating).

## **21. COMMUNICATION**

21.1 In case You have any questions, please, send an electronic letter to the e-mail address [support@currency.com](mailto:support@currency.com) or contact Us otherwise as provided for on the Website.

21.2 You agree to receive all the communications, agreements, documents, notices and disclosures relating to the Services (hereinafter in this sub-clause referred to as “Communications”) via the Application or on Your e-mail. As the result, to ensure receiving of such Communications You are obliged to keep Your contact information in Currency.com Account Profile up-to-date. If We send You an electronic Communication but You do not receive it because Your e-mail is incorrect, out of date, blocked by Your service provider, or

You are otherwise unable to receive electronic Communications, We will be deemed to have provided the Communication to You.

## **22. MISCELLANEOUS**

22.1 You may not assign, charge or otherwise transfer Your rights and/or obligations under these T&C (or purport to do so) without Our prior written consent. We reserve the right to assign these T&C, in whole or in part, at any time without further notice to You.

22.2 If a provision of these T&C is or become illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

22.3 All the provisions of these T&C which by their nature extend beyond the expiration or termination of these T&C, including, without limitation, the provisions relating to legal use restrictions, prohibited activities, dispute resolution, will continue to be binding and operate after the termination or expiration of these T&C.

22.4 The headings in these T&C are for reference only and do not affect the construction or interpretation of any provision.

22.5 Neither failure nor delay on the part of Us to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege.

22.6 Nothing in these T&C shall create or confer any rights or other benefits in favour of any third parties not party to these T&C.

22.7 Nothing in these T&C shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between You and Us.

22.8 These T&C constitutes the entire understanding and agreement between Us and You regarding the Services and supersedes any prior agreement, understanding or arrangement between Us and You.

22.9 The City of Minsk (the Republic of Belarus) shall be deemed to be the place of these T&C conclusion.

**Annex No. 1 to the Terms  
and Conditions of Use of the  
Cryptoplatform (Trading  
Platform) and the Website**

**The Conditions of the Promotional Event “Invite a Friend”<sup>4</sup>**

*1. The organizer of the Promotional Event “Invite a Friend” (hereinafter referred to as – “the Promotional Event”).*

1.1. Currency Com Bel Limited Liability Company, a company registered in the Republic of Belarus under No. 193130368, with an address at: 220030, Minsk city, Internatsionalnaya street, 36-1, office 724, room 2 is the organizer of the Promotional Event (hereinafter for the purposes of these Conditions referred to as – “the Organizer”).

*2. Purpose of the Promotional Event.*

2.1. The purpose is to stimulate the use of the cryptoplatform (trading platform) “Currency.com” and the mobile application “Currency.com Exchange” (hereinafter collectively referred to as “the Cryptoplatform”) by existing Organizer’s clients and attraction of new customers, as well as to increase the loyalty of existing Organizer’s clients.

*3. The start and end dates of the Promotional Event.*

3.1. The Promotional event start date is September 13, 2019.

The Promotional event end date is December 31, 2022.

3.2. The Organizer has the right to terminate (complete) the Promotional Event before the end date at its sole and absolute discretion unilaterally.

The Organizer’s decision on the termination (completing) of the Promotional Event before end date does not apply to Participants who have met its conditions before the end of the Promotional Event. The procedure for interaction between participants of the Promotional Event and the Organizer in case of such early termination (completing) is determined in accordance with sub-clause 5.3 clause 5 of these Conditions.

3.3. The Organizer has the right to extend the duration of the Promotional Event at its sole and absolute discretion unilaterally for any period of time.

*4. Conditions under which an individual becomes a participant in the Promotional Event.*

4.1. Unless otherwise is stipulated by the Organizer, only clients which are natural persons can participate in the Promotional Event.

4.2. The participant of the Promotional Event needs to register himself (create an Account) on the Cryptoplatform (hereinafter referred to as “the Client” or “the Inviting Client”).

4.3. The Client must comply with these Conditions of the Promotional Event, use the rights granted to him to participate in the Promotional Event in good faith and reasonably, based on the objectives of the Promotional Event and not to abuse these Conditions and the right to participate in the Promotional Event.

4.4. Clients take part in the Promotional Event at their own request and at their own discretion without any assignment from the Organizer.

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<sup>4</sup> The conditions of the Promotional Event “Invite a Friend” in their text are referred to as “these Conditions”.

*5. Conditions of the Promotional Event.*

5.1. These Conditions constitute a part of the Terms and Conditions of Use of the Cryptoplatform (Trading Platform) and the Website.

5.2. The Organizer shall give to every Client invitation codes (referral links) through their Accounts on the Cryptoplatform. These codes (links) are designated for sharing by Clients to the persons being invited by them to use the Cryptoplatform who, prior to sending these codes (links), have not had Accounts on the Cryptoplatform.

If such persons, when registering themselves (creating an Account on the Cryptoplatform), enter the invitation code (use the referral link) sent to them by the Client, then they shall be qualified as persons invited by the Client (hereinafter referred to as “the Invited Persons”), and the Inviting Client, whose code (link) has been used shall get the present in accordance with sub-clause 6.2 clause 6 of these Conditions.

5.3. In the event of the early termination (completing) of the Promotional Event, presents to the Inviting Client shall be transferred only for the Invited Persons who have registered an Account before such early termination (completing).

5.4. When spreading (distributing) invitation codes (referral links) the Client shall be obliged to comply with the legislation of the Republic of Belarus on advertising and the acts of the Supervisory Council of the High Technologies Park (the Republic of Belarus) as well as with the legislation of the jurisdiction where invitation codes (referral links) are spread (distributed).

*6. Presents for fulfilling the conditions of the Promotional Event.*

6.1. All the Clients (participants of the Promotional Event) who have equally fulfilled the conditions of the Promotional Event (clause 5 of these Conditions) shall receive the same presents (to refer to these presents the word “bonus” may be also used). For the purposes of these Conditions, the term “present” means transferring the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis to the Inviting Client in accordance with sub-clause 6.2 clause 6 of these Conditions.

6.2. The Organizer shall be obliged to transfer to the Inviting Client the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis in the amount corresponding to 50 % of the amount of the following fees actually obtained by the Organizer from the Invited Person during 6 months from the date of registration (creation of an Account) of the Invited Person on the Cryptoplatform:

the exchange fee (the trading without Leverage fee);

the trading fee (leverage) (the trading with the use of Leverage fee).

This transfer of the title of property shall be carried out by the Organizer on the weekly basis by means of adding of the number of tokens, the title of property to which is transferred, to the number of tokens of the relevant type that are Accounted in respect of the Inviting Client on his Account on the Cryptoplatform. The title of property to these tokens transfers to the Inviting Client at the moment the Organizer has completed the said addition.

The presents provided for by this sub-clause may not be granted if their value (prices for them) on the Cryptoplatform is (are) less than one cent or eurocent.

6.3. The Organizer has the right to bar the Client from participation in the Promotional Event or to suspend participation of the Client in the Promotional Event if the Client abuses the terms of the Promotional Event. Abuse of the terms of the Promotional Event means the performance by the Client of actions that, according to the subjective opinion of the Organizer, do not have a reasonable meaning, contradict the objectives of the promotion and entail the receipt by the Client of unreasonable benefits based primarily on the technical and / or organizational features and / or conditions of the Promotional Event.

*7. Other conditions of the Promotional Event.*

7.1. Unless otherwise expressly permitted by the Organizer:

if the person whom the Inviting Client has sent the invitation code (referral link) to does not enter it during the process of registration (creating an Account) on the Cryptoplatform or for any reason fails to register himself on the Cryptoplatform (does not pass the Account creation process), this Client shall not be entitled to acquire the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis in accordance with sub-clause 6.2 clause 6 of these Conditions;

the Inviting Client's breach of any provision of these Conditions shall entail deprivation him of the right to acquire the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis in accordance with clause 6 of these Conditions. The fact of breach of any provisions of these Conditions is defined by the Organizer at its sole and absolute discretion.

The Inviting Client shall not be entitled to place (share) the invitation code (referral link) in search engines for brand search queries and other similar queries. From the moment the Organizer finds out (discovers) the violation of this provision, the Organizer shall be entitled not to qualify the persons registered through the invitation code (referral link) placed (shared) in the said search engines as the Invited Persons invited by the said Inviting client (and, respectively, not to grant presents in respect of such persons).

7.2. The Inviting Client must not become the Invited Person himself.

7.3. In accordance with these Conditions Inviting Clients may acquire the title of property to the tokens being placed. In this case, the provisions of clause 6 of these Conditions on the transfer of title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis to the Inviting Clients shall apply to the emergence of the title of property to the tokens being placed on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis.

7.4. Inviting Clients and Invited Persons can receive tokens in accordance with the terms of this Promotional Event only after going through the procedure of creating an Account and passing identification and subsequent verification in accordance with Section 4 of the Terms and Conditions of Use of the Cryptoplatform (Trading Platform) and the Website.

7.5. The price (value) of tokens (including for the purpose of expressing the price (value) of tokens of one type in prices (value) of tokens of another type) shall be determined by the Organizer at its sole and absolute discretion.

7.6. If, in accordance with the legislation, the Organizer is obliged with regard to obtaining by the Inviting Client, the Invited Person under this Conditions income to deduct income tax on individuals or other tax from the amount of the said income and transfer it to the state budget the relevant income shall be transferred to the Inviting Client, the Invited person after deducting this tax (i.e. minus the sum of the relevant tax).

7.7. These Conditions may be amended or terminated, and the Promotional Event may be terminated (prolongated) at any time by the Organizer at its sole and absolute discretion (unilaterally).

*8. Providing discounts for Invited Persons.*

8.1. The Invited Persons within the Promotional Event shall get a discount from the amounts of the following fees to be paid to the Organizer (hereinafter referred to as "the Discount"):

the exchange fee (the trading without Leverage fee);

the trading fee (leverage) (the trading with the use of Leverage fee).

8.2. The Discount is granted in the following way:

if the Invited Person used the invitation code (referral link) of the Client, who is the Organizer's employee or the «person connected to the Organizer», the Discount amount for the Invited Person is 15 %. The list of the «persons connected to the Organizer» is defined by the Organizer at its sole discretion;

if the Invited Person used the invitation code (referral link) of the Client, who is an influencer, the Discount amount for the Invited Person is 12 %. The list of the «influencers» is defined by the Organizer at its sole discretion;

if the Invited Person used the invitation code (referral link) of the Client, who does not fall under the categories mentioned above, the Discount amount for the Invited Person is 10 %.

8.3. The Discount is given during 3 months beginning from the moment after the Invited Person passes the procedure of registration (creating an Account) on the Cryptoplatform.

**Annex No. 2 to the Terms  
and Conditions of Use of the  
Cryptoplatform (Trading  
Platform) and the Website**

**The Conditions of the Promotional Event “Make the Market”<sup>5</sup>**

*1. The organizer of the Promotional Event “Make the Market” (hereinafter referred to as – “the Promotional Event”).*

1.1. Currency Com Bel Limited Liability Company, a company registered in the Republic of Belarus under No. 193130368, with an address at: 220030, Minsk city, Internatsionalnaya street, 36-1, office 724, room 2 is the organizer of the Promotional Event (hereinafter for the purposes of these Conditions referred to as – “the Organizer”).

*2. Purpose of the Promotional Event.*

2.1. The purpose is to stimulate the use of the cryptoplatform (trading platform) “Currency.com” and the mobile application “Currency.com Exchange” (hereinafter collectively referred to as “the Cryptoplatform”) by the Organizer’s clients, as well as to increase the loyalty of the Organizer’s clients.

*3. The start and end dates of the Promotional Event.*

3.1. The Promotional event start date is October 10, 2019.

The Promotional event end date is December 31, 2022.

3.2. The Organizer has the right to terminate (complete) the Promotional Event before the end date at its sole and absolute discretion unilaterally.

The Organizer’s decision on the termination (completing) of the Promotional Event before end date does not apply to Participants who have met its conditions before the end of the Promotional Event.

3.3. The Organizer has the right to extend the duration of the Promotional Event at its sole and absolute discretion unilaterally for any period of time.

*4. Conditions under which an individual becomes a participant in the Promotional Event.*

4.1. The participant of the Promotional Event needs to register himself (create an Account) on the Cryptoplatform (hereinafter referred to as “the Client”).

4.2. The Client must comply with these Conditions, use the rights granted to him to participate in the Promotional Event in good faith and reasonably, based on the objectives of the Promotional Event and not to abuse these Conditions and the right to participate in the Promotional Event.

4.3. Clients take part in the Promotional Event at their own request and at their own discretion without any assignment from the Organizer.

*5. Conditions of the Promotional Event.*

5.1. These Conditions constitute a part of the Terms and Conditions of Use of the Cryptoplatform (Trading Platform) and the Website.

5.2. The Organizer gives every Client an opportunity upon opening (carrying out) Leverage-operations in the markets “Bitcoin/USD”, “Ethereum/USD”, “Bitcoin/EUR” and

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<sup>5</sup> The conditions of the Promotional Event “Make the Market” in their text are referred to as “these Conditions”.



“Ethereum/EUR” of the Cryptoplatform to participate in the “market making” by means of increasing the liquidity of the Organizer’s virtual “order book”.

Increasing the liquidity of the Organizer’s virtual “order book” occurs if within the section (mode) “Leverage” of the Cryptoplatform in the aforesaid markets:

the Client sends (places on the Cryptoplatform) a limit order with the price “Maker”, providing for opening a Leverage-operation, and this order is subsequently accepted by the Organizer as a result of the relevant movement of the prices for tokens on the Cryptoplatform in the said markets; or

as a result of the relevant movement of the prices for tokens on the Cryptoplatform in the said markets application of the “take-profit” condition (the fact of execution of the “take-profit” condition), which entails closing (terminating) the Leverage-operation, takes place. The price for the tokens, reaching which this application (execution) takes place, shall be considered to be the price “Maker”.

For the purposes of this sub-clause, the price “Maker” shall be understood as the price which is:

lower than the price of acquisition of the cryptocurrency Bitcoin and the cryptocurrency Ethereum expressed in the Fiat currency tokens USD.cx or EUR.cx, which is indicated (exists) on the Cryptoplatform (under the token exchange transaction that opens a Long-operation and under the token exchange transaction that closes (terminates) a Short-operation);

higher than the price of alienation of the cryptocurrency Bitcoin and the cryptocurrency Ethereum expressed in the Fiat currency tokens USD.cx or EUR.cx, which is indicated (exists) on the Cryptoplatform (under the transaction on Borrowing and alienation of tokens that opens a Short-operation and under the token exchange transaction that closes (terminates) a Long-operation).

The provisions of this sub-clause shall be applied irrespective of the type of tokens that has been used by the Client as Margin for Long-operations (Prepayment) in Long-operations or Margin for Short-operations (Collateral for Borrowing) in Short-operations.

#### *6. Presents for fulfilling the conditions of the Promotional Event.*

6.1. All the Clients who have fulfilled the conditions of the Promotional Event (clause 5 of these Conditions), i.e. who have increased the liquidity of the Organizer’s virtual “order book” according to sub-clause 5.2 of clause 5 of these Conditions, shall receive the same presents (to refer to these presents the word “bonus” may be also used). For the purposes of these Conditions, the term “present” means transferring the title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis to the said Clients in accordance with sub-clause 6.2 clause 6 of these Conditions.

6.2. To the Clients, stipulated in sub-clause 6.1 of clause 6 of these Conditions, in respect of every transaction, made by them within carrying out the relevant Leverage-operations, by means of which increasing the liquidity of the Organizer’s virtual “order book” has taken place, the Organizer shall transfer on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis the title of property to tokens in the quantity that is equal to the amount of the trading fee (leverage) (the trading with the use of Leverage fee), actually paid by the said Clients in connection with making the said transactions, plus Maker-bonus (Maker-premium) in the amount provided for on the Organizer’s Website.

6.3. The title of property to tokens, stipulated in sub-clause 6.2 of clause 6 of these Conditions, shall be transferred by the Organizer by means of crediting the relevant quantity of tokens to the Cryptoplatform Accounts of the Clients, stipulated in sub-clause 6.1 of clause 6 of these Conditions (i.e. adding the quantity of tokens, the title of property to which is transferred, to the quantity of tokens of the relevant type, accounted for these Clients on their Cryptoplatform Accounts). The said crediting shall be carried out by the Organizer no later

than 7 days after the day on which a calendar week, within which the said Clients have increased the liquidity of the Organizer's virtual "order book", expires (the day of expiration of a calendar week is Sunday). The title of property to the relevant tokens shall pass to the said Clients (emerge on their side) from the moment such tokens are credited to their Cryptoplatfrom Accounts.

6.4. The presents provided for by this clause may not be granted if their value (prices for them) on the Cryptoplatfrom is (are) less than one cent or eurocent.

*7. Other conditions of the Promotional Event.*

7.1. In accordance with these Conditions Clients may acquire the title of property to the tokens being placed. In this case, the provisions of clause 6 of these Conditions on the transfer of title of property to tokens on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis to the Clients shall apply to the emergence of the title of property to the tokens being placed on a non-reimbursable (without consideration) and non-refundable (non-repayable) basis.

7.2. The price (value) of tokens (including for the purpose of expressing the price (value) of tokens of one type in prices (value) of tokens of another type) shall be determined by the Organizer at its sole and absolute discretion.

7.3. If, in accordance with the legislation, the Organizer is obliged, with regard to obtaining by the Client under this Conditions income, to deduct and transfer to the state budget a tax, the relevant income shall be transferred to the Client after deducting such a tax (i.e. minus the sum of the relevant tax).

7.4. These Conditions may be amended or terminated, and the Promotional Event may be terminated (prolongated) at any time by the Organizer at its sole and absolute discretion unilaterally.

**Annex No. 3 to the Terms  
and Conditions of Use of the  
Cryptoplatform (Trading  
Platform) and the Website**

**The Agreement on Making Changes in the Rights (Demands) of the Owners of the  
Tokens GBP.cx Determined upon Their Creation and Placement, as Well as in the Date  
of Performance of the Obligation Ensuing from These Tokens**

1. The Company and the Client, who is the owner of the tokens GBP.cx (hereinafter collectively referred to as “the Parties”), hereby agree that on March 16, 2020 the tokens GBP.cx lost the status of barterable tokens representing currencies (i.e. Other tokens representing currencies) and gained the status of tokens representing currencies (i.e. Fiat currency tokens).

As the result of this on the aforesaid date:

the White Paper Declaration of Currency Com Bel Limited Liability Company on Creation and Placement of Barterable Tokens Representing Currencies dated April 30, 2019 fell into abeyance (stopped being applied) in respect of the tokens GBP.cx;

the White Paper Declaration of Currency Com Bel Limited Liability Company on creation and placement of tokenised exchange-traded assets and digital tokens (tokens) representing currencies dated January 10, 2019 came into operation (started being applied) in respect of the tokens GBP.cx;

the rights (demands) of the owners of the tokens GBP.cx determined upon their creation and placement, as well as in the date of performance of the obligation ensuing from these tokens, changed. The relevant rights (demands) and date which are provided for in respect of tokens representing currencies in the White Paper Declaration of Currency Com Bel Limited Liability Company on creation and placement of tokenised exchange-traded assets and digital tokens (tokens) representing currencies dated January 10, 2019 became the said rights (demands) and data;

the Parties deem the aforesaid White Paper Declarations to be amended in the manner, provided for in the texts of these Declarations placed on the Company’s Website.

2. This Agreement constitutes a part of the Terms and Conditions of Use of the Cryptoplatform (Trading Platform) and the Website.

In this Agreement the expressions and their definitions as well as the abbreviations provided for in the Terms and Conditions of Use of the Cryptoplatform (Trading Platform) and the Website are applied.

3. This Agreement shall be deemed to be concluded from the moment of pressing by the Client, who is the owner of the tokens GBP.cx, the virtual button, which provides for expressing consent with the text (version) of the Terms and Conditions of Use of the Cryptoplatform (Trading Platform) and the Website dated April 16, 2020 when entering his Account on the Platform.

This Agreement shall be applied to the relations of the Parties arisen since March 16, 2020.

The fact of using the Platform by the Client, who is the owner of the tokens GBP.cx, after April 16, 2020 shall be deemed to be the fact confirming this Client’s consent with the conditions of this Agreement.

**Annex No. 4 to the Terms  
and Conditions of Use of the  
Cryptoplatform (Trading  
Platform) and the Website**

**Regulations on the Actions in the Face of  
the Negative Price for Tokenised Assets Risk**

1. The Client and the Company hereby acknowledge that, as a result of a fall in prices for the underlying assets of Tokenised assets because of various circumstances, there may be a risk of a negative price for a certain Tokenised asset (hereinafter referred to as “the negative price risk”).

2. The negative price risk shall be considered to appear when the price for the Tokenised asset indicated on the Platform (hereinafter referred to as “the TA price”) reaches the alarm item A of the negative price risk (hereinafter referred to as “the alarm item A”), which constitutes with respect to:

the Tokenised assets XBR.cx (the underlying asset is a barrel of Brent Oil, the Brent Oil market) and XTI.cx (the underlying asset is a barrel of Crude Oil, the Crude Oil market) – less than 5.5 Fiat currency tokens USD.cx. This amount may be amended (cancelled) by the Company in the manner provided for in the third paragraph of this clause;

other Tokenised assets – the amount stipulated, if necessary, by the Company at its sole and absolute discretion unilaterally without prior notice to the Client (unless otherwise determined by the Company). This amount shall enter into force and start being applied to the relations of the parties from the moment of placing the information about it on the Platform and (or) on the Website, unless another effective date and (or) the date of starting application to the relations of the parties are (is) specified in this information (unless otherwise determined by the Company). This amount may be amended (cancelled) by the Company in the same manner.

3. If the TA price reaches the alarm item A the relevant Tokenised assets market (Tokenised assets type) shall be transferred by the Company into the Close-only mode.

If the TA price becomes bigger than the alarm item A (exceeds it), then the relevant Tokenised assets market (Tokenised assets type) may be withdrawn by the Company from the Close-only mode (the Close-only mode may be canceled) by the Company’s decision at the moment, which the Company deems acceptable at its sole and absolute discretion.

4. The negative price risk shall be considered to aggravate when the TA price reaches the alarm item B of the negative price risk (hereinafter referred to as “the alarm item B”), which constitutes with respect to:

the Tokenised assets XBR.cx (the underlying asset is a barrel of Brent Oil, the Brent Oil market) and XTI.cx (the underlying asset is a barrel of Crude Oil, the Crude Oil market) – less than 1 Fiat currency token USD.cx. This amount may be amended (cancelled) by the Company in the manner provided for in the third paragraph of this clause;

other Tokenised assets – the amount stipulated, if necessary, by the Company at its sole and absolute discretion unilaterally without prior notice to the Client (unless otherwise determined by the Company). This amount shall enter into force and start being applied to the relations of the parties from the moment of placing the information about it on the Platform and (or) on the Website, unless another effective date and (or) the date of starting application to the relations of the parties are (is) specified in this information (unless otherwise determined by the Company). This amount may be amended (cancelled) by the Company in the same manner.

5. In case the TA price reaches the alarm item B (including falls below the alarm item B) the Company shall:

exclude the availability of the relevant Tokenised assets market on the Platform (close it) (exclude the possibility to make (carry out) transactions (operations) with the relevant Tokenised assets type on the Platform, except for the transactions (operations) provided for in the third and fourth paragraphs of this clause);

carry out the Closeout with respect to the Client's orders sent (placed on the Platform) in the section (mode) "Exchange" on the Platform with regard to the relevant Tokenised assets market (Tokenised assets type), and with respect to the Leverage-operations opened by the Client with regard to the relevant Tokenised assets market (Tokenised assets type);

accept the Client's irrevocable offer on alienation by the Client to the Company of all the Tokenised assets (accounted for him on his Account after the aforesaid Closeout), the price for which has reached the alarm item B (or has become below it), in exchange for the Fiat currency tokens USD.cx (or other tokens in which the alarm item B is expressed) at the TA price which the Tokenised assets will actually have at the moment of carrying out the said irrevocable offer acceptance by the Company. The said irrevocable offer (by which the Client offers the Company to make the tokens exchange transaction in respect of the relevant quantity of tokens) is provided by the Client to the Company free of charge by virtue of the fact of acquisition by the Client of any Tokenised asset (the irrevocable offer is considered to be provided at the moment when the Tokenised asset is acquired) and may be accepted by the Company within the period of the title of property to the Tokenised assets possession by the Client and only in case the TA price reached the alarm item B (including in case it falls below the alarm item B).

6. If at the moment the Company actually carries out the actions specified in clause 5 of these Regulations the TA price is negative (i.e. there is the Client's debt to the Company in the relevant amount), then the Company shall be entitled in order to satisfy this debt withhold (recover) the amount of the Client's debt from the funds accounted for the Client on his Account (in case it is necessary to convert the tokens of one type into the tokens of another type the Company shall apply the exchange rate determined by it at its sole and absolute discretion).

7. If the TA price within the Client's transaction (operation) is expressed not in the Fiat currency tokens USD.cx (not in the other tokens in which the alarm item B is expressed), but in the tokens of another type, then for the purposes of these Regulations the conversion of these "tokens of another type" into the Fiat currency tokens USD.cx (the other tokens in which the alarm item B is expressed) shall be carried out at the exchange rate determined by the Company at its sole and absolute discretion.

8. The Company shall be entitled at its sole and absolute discretion to determine and apply the alarm item B without determining (in the absence of) the alarm item A.

9. These Regulations constitute a part of the Terms and Conditions of Use of the Cryptoplatfrom (Trading Platform) and the Website.

In these Regulations the expressions and their definitions as well as the abbreviations provided for in the Terms and Conditions of Use of the Cryptoplatfrom (Trading Platform) and the Website are applied.